

**CITY OF SHOREVIEW
AGENDA
REGULAR CITY COUNCIL MEETING
May 7, 2012
7:00 P.M.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

PROCLAMATIONS AND RECOGNITIONS

CITIZENS COMMENTS - *Individuals may address the City Council about any item not included on the regular agenda. Specific procedures that are used for Citizens Comments are available on notecards located in the rack near the entrance to the Council Chambers. Speakers are requested to come to the podium, state their name and address for the clerk's record, and limit their remarks to three minutes. Generally, the City Council will not take official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.*

COUNCIL COMMENTS

CONSENT AGENDA - *These items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*

1. April 9, 2012 City Council Workshop Meeting Minutes
2. April 16, 2012 City Council Meeting Minutes
3. Receipt of Committee/Commission Minutes—
 - Bikeways and Trails Committee, February 2, 2012
 - Economic Development Commission, February 21, 2012
 - Bikeways and Trails Committee, March 1, 2012
 - Environmental Quality Committee, March 26, 2012
 - Planning Commission, March 27, 2012
 - Human Rights Commission, March 28, 2012
 - Environmental Quality Committee, April 23, 2012
 - Bikeways and Trails Committee, April 5, 2012

4. Verified Claims
5. Purchases
6. License Applications
7. Approval of 2012 Supplemental Water Patrol Contract—Ramsey County Sheriff
8. Approval of EAB Grant Agreement
9. Approve Recommendation to Join the Regional Indicators Initiative
10. Award of Quote—Waterslide Refurbishment
11. Award of Quote—Refurbish Banquet Chairs

PUBLIC HEARING

GENERAL BUSINESS

12. Approval of Ordinance Amending Tobacco Regulations
13. Conditional Use Permit—Automotive Ventures Group, Inc., 3854 Lexington Ave.
14. Approval of Ordinance Amending Council Salaries

STAFF AND CONSULTANT REPORTS AND RECOMMENDATIONS

SPECIAL ORDER OF BUSINESS

ADJOURNMENT

**CITY OF SHOREVIEW
CITY COUNCIL WORKSHOP MEETING
April 9, 2012**

Attending:

Council: Mayor Martin, Councilmembers Huffman, Quigley, Wickstrom,
Withhart

Staff: City Manager Terry Schwerm
Public Works Director Mark Maloney

Ramsey Tobacco
Coalition Katie Engman

Mayor Martin called the April 9, 2012 City Council workshop meeting to order at 7:00 p.m.

DISCUSSION REGARDING UPDATING TOBACCO REGULATIONS

City Manager Schwerm stated that an email was received expressing concern about secondhand smoke from a tobacco shop in the retail center at County Road E and Lexington Avenue. The tobacco shop is adjacent to Marianne's Kitchen. The smoke is getting into the ventilation system and leaking into the restaurant. It is irritating to both employees and customers to the point that customers are complaining. The complaint refers to sampling products, but there is also a problem that regular smokers play cards and smoke in the shop.

The Minnesota Clean Indoor Act bans secondhand smoke but allows sampling of tobacco products in a tobacco shop if the establishment has an entrance door directly to the outside. The City recently amended its tobacco ordinance to comply with the Tobacco Modernization and Compliance Act with the following:

- Updates to the definition of tobacco products;
- Prohibits sale of unapproved nicotine devices to minors;
- Requires a license for sale of pipes and rolling papers;
- Prohibits selling of all tobacco products in open displays.

The League of Minnesota Cities worked with the Public Health Law Center to develop a model tobacco ordinance, which prohibits the sale of single cigarettes and strengthened language on the use of vending machines and self-serve machines. All tobacco products must be sold behind the counter. There are also restrictions on tobacco vendors in proximity to schools and some organizations. Some cities have adopted regulations restricting tobacco sampling and hookah bars by simply adding a provision to their ordinance that prohibits the use of tobacco products or devices in any retail

establishment. Hookah bars are a growing concern with their increased use by college students.

Ms. Katie Engman, North Suburban Tobacco Compliance Project, was present to discuss these issues with the Council. She recommended adoption of a new model ordinance developed in 2011 to address a number of changes in State and Federal law but would also support adoption of the single-line addition used by some cities to prohibit use of tobacco products or devices in any retail establishment.

Ms. Engman stated that passing the provision that would prohibit the use of tobacco products or devices in any retail establishment would address the current issue as well as cigars and hookah bars. It would also get rid of exemptions for adult only facilities. The model ordinance would additionally prohibit sale of single cigarettes, which would be hard to enforce. Prohibition of e-cigarettes and electronic cigarettes to youth is another element to include in the ordinance.

Councilmember Wickstrom suggested the ordinance amendment not be too specific but use general language, so that synthetic drugs are covered. Otherwise, the ordinance has to be updated constantly. She suggested making sampling locations a separate stand-alone issue.

Councilmember Withhart stated that if sampling is treated as a stand-alone issue, then hookah bars also would have to be treated the same. He would support doing something immediately to resolve the restaurant issue and then consider a broader ordinance amendment.

Mayor Martin stated that by pursuing the ordinance as a whole, no one person is targeted.

It was the consensus of the Council to take an overall approach to amending the City's tobacco ordinance and deal with the restaurant proximity issue as quickly as possible. Staff will plan to present the ordinance amendment at the first Council meeting in May.

DISCUSSION REGARDING PROPOSED MNPASS PROJECT ON I-35E

Mayor Martin reported that Mn/DOT is proposing to add a MnPass express lane in each direction between Pennsylvania Avenue and Little Canada Road on I-35E. Some Shoreview residents have requested that the City take a position on this project.

Mr. Maloney explained that legislation must approve mass transit lanes. Therefore, municipalities are being asked to support the resolution presented by the Metropolitan Council and Mn/DOT. Because of the cost of adding lanes, the addition of pass lanes is being proposed, not new general purpose lanes.

Councilmember Withhart stated that I-694 through Shoreview is the only stretch of the highway on I-694 that has two lanes between I-35W and I-35E. It is a constant

bottleneck. An additional two general purpose lanes are needed on I-694 between I-35E and I-35W. He would support the pass lane proposed as long as it is a new lane.

Councilmember Wickstrom agreed that as long as the pass lane is a new lane and not designation of a general lane already in use, she supports the request. She further suggested the added lanes on I-694 in Shoreview be tied to reconstruction of the Rice Street bridge.

Councilmember Huffman stated that if there is willingness to pay for a pass lane, general purpose lanes that everyone would benefit from should be considered. Mr. Maloney responded that the Metropolitan Council Transportation Plan has shifted from a previous view of needing to add more lanes to finding ways to add capacity by making the best use of space that is available.

Mayor Martin noted that the current use of shoulders for bus pass lanes provides more reliable transit service. Mr. Schwerm added that the shoulder pass lanes are a huge benefit to transit, as it gets people to their destinations in a reasonable time without traffic backups.

It was the consensus of the Council to approve the resolution as presented.

REVIEW PLANS FOR INTERSECTION IMPROVEMENTS AT COUNTY ROAD F AND LEXINGTON AVENUE

Ramsey County is seeking resolutions of support from Shoreview and Arden Hills for the proposed road improvement on Lexington Avenue from I-694 to County Road F. A funding request must be submitted by the end of April. The project would add turn lanes at County Road F and Lexington. Modifications would be made at Gramsie Road to become a right-in-right-out access. The Council's approval of the resolution is the City's one chance to comment on the concept plan of improvements. The work is planned for the end of 2013. Right-of-way acquisition of property from private property owners will be necessary.

Councilmember Wickstrom requested a median be put in to provide added safety for pedestrian crossing.

Councilmember Quigley stated that he supports the resolution and would like to see the City work to have impacted businesses support the project and donate needed right-of-way.

Councilmember Withhart asked how often right-of-way has been donated. Mr. Maloney answered that residential property owners never donate land for road projects, but businesses might look at it differently. Because of funding sources, there is a heavy emphasis on needed support from the community. If the Council supports the resolution, the Council is indicating that if the County can acquire the needed right-of-way, there will be a project. It is not approval of the configuration of the project.

The project is more urgent with the impacts of work on I-694 and losing access points at Hamline Avenue.

Mr. Schwerm noted that the businesses on County Road F are not as impacted as the ones on Gramsie. His concern is the County request that the resolution support from the City be submitted by the end of April, which would mean that the Council would have to vote on it at the next Council meeting. It is necessary to contact the businesses on Gramsie to find out their reaction. The biggest impact will be access to Premier Bank.

Mayor Martin stated that a joint letter from Shoreview and Arden Hills will be sent to businesses to explain the project improvements and enlist their support.

OTHER BUSINESS

Southwest Light Rail

Mayor Martin reported that the Regional Council of Mayors is requesting support for bonding for the southwest light rail transit line. The Metropolitan Council proposes to bond for \$25 million.

It was the consensus of the Council to support the southwest light rail line.

Northeast Diagonal

Councilmember Wickstrom stated that 10 years ago there was a study done for a rail line from Minneapolis/St. Anthony to Roseville along County Road C to south of Lake Owasso, crossing Rice Street at the southern border of Vadnais Heights and to Gem Lake and White Bear Township and White Bear Lake. There is a lot of interest and discussions are resuming to keep this project alive and acquire right-of-way necessary for the rail. The area of right-of-way still needed is the last five miles to downtown. Approval must be obtained from the Ramsey County Rail Authority for this project to move forward.

County Road F

Councilmember Wickstrom noted a letter received from Mr. Dolen requesting that the Council take a new position on the cul-de-sac. The letter states that the information on 11 previous accidents is not correct. Mr. Schwerm responded that staff will seek the information from the Department of Public Works and check accuracy.

Demar/Hawes/Rustic Place Road Project

Mr. Schwerm reported an ongoing complaint from a resident living in the project area of Demar/Rustic Place that was done last year. A concrete road was put in, and the resident has been complaining of excessive noise from the road due to the use of

concrete. This was a different process than the use of pervious concrete in other locations. The problem has to do with the joints of the panels in the road where a dip occurs and increases the noise of traffic. To now surface grind the joints to fix the problem would cost in the range of \$30,000. Only one person has this complaint.

Mr. Maloney explained that if concrete streets are built, they are, by nature, not as quiet as asphalt.

Mayor Martin requested that a letter be sent to the resident stating that the Council has investigated the problem, and the cost to attempt to fix it would be approximately \$30,000. After that work, it is not known if the problem is remedied.

Councilmember Huffman suggested using a grinding method. Mr. Maloney stated that grinding technology is quite new, but he will check into it.

Mr. Schwerm stated that he will get a confirmation on the cost and see if a sample can be done without a huge cost for mobilization of equipment before the next workshop meeting.

Small Dog Parks

Councilmember Withhart asked if small dog parks will be available at ice rinks this summer. Mr. Schwerm stated that they are planned at Wilson, BobbyTheisen and Bucher Parks.

The meeting adjourned at 8:55 p.m.

**CITY OF SHOREVIEW
MINUTES
REGULAR CITY COUNCIL MEETING
April 16, 2012**

CALL TO ORDER

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on April 16, 2012.

PLEDGE OF ALLEGIANCE

The meeting opened with the Pledge of Allegiance.

ROLL CALL

The following members were present: Mayor Martin; Councilmembers Huffman, Quigley, Wickstrom and Withhart.

APPROVAL OF AGENDA

Mayor Martin requested a brief discussion of two items: 1) a request received for a water extension into North Oaks; and 2) the accident data received on County Road F under the *Special Order of Business* portion of the meeting.

MOTION: by Councilmember Wickstrom, seconded by Councilmember Huffman to approve the April 16, 2012 agenda as amended.

VOTE: Ayes - 5 Nays - 0

PROCLAMATIONS AND RECOGNITIONS

The Arden Hills/Shoreview Rotary Club is sponsoring its 13th Run 'n Romp and Dog Walk, which will begin at the Shoreview Community Center. Registration begins at 11:00 a.m. and the run/walk starts at noon.

Ms. Lisa Daly, Ramsey County Deputy Sheriff, introduced her new canine partner, Reggie, who is in the process of completing a 12-week training course. The dogs are mainly used for finding locations. The Ramsey County Sheriff Department has one of the top canine units in the country due to training. The funds raised from the Run 'n Romp will be used for training and equipment.

CITIZEN COMMENTS

There were none.

COUNCIL COMMENTS

Mayor Martin:

Congratulations to the Cunningham family for being named Heritage Family of the Year by the Shoreview Historical Society.

Congratulations to TSI, Inc., a local Shoreview company who celebrated their 50th Anniversary a few years ago. They have been named by the Manufacturers Alliance Association as the Manufacturer of the Year in the State of Minnesota.

The Shoreview Northern Lights Variety Band will perform their Spring Concert at Bethel Great Hall at Bethel University at 7:00 p.m., Saturday, April 21, 2012, at 7:00 p.m. Tickets are available at City Hall.

Councilmember Wickstrom:

A reminder about the Environmental Quality Committee (EQC) Speaker Series, which will be Wednesday, April 18, 2012, in the Council Chambers at 7:00 p.m. The topic is "The Future of Public Transit in Shoreview," presented by John Doan, Metropolitan Council Member, District 10; and Adam Harrington from Metro Transit.

Councilmember Quigley:

The Sister City Association held its Annual German Dinner last Saturday evening. The event was very successful and very well attended.

The Shoreview Human Rights Commission, in cooperation with the Human Rights Commission of Roseville, will sponsor a program on Elder Abuse Monday, April 23, 2012, from 3:00 to 5:00 p.m., at the Shoreview Community Center.

Councilmember Withhart:

Thank you to the VFW Auxiliary from the Edmond Olhoff Post for the donation to a Safety Camp for youth.

Councilmember Huffman:

The Northwest Youth and Family Services Leadership Luncheon will be Wednesday, May 2, 2012, at 11:30. Reservations can be made through nyfs.org. There is no cost, but a free-will donation is requested.

CONSENT AGENDA

Item No. 10 regarding the MnPass Improvement Project on I-35E was pulled for separate discussion. Mayor Martin noted that the resolution is requested in time for a legislative hearing the following day. She supports the resolution, as she believes it will relieve congestion within the corridor.

Councilmember Wickstrom stated that her only concern would be that the MnPass lane be an additional lane and not one designated from existing lanes.

MOTION: by Councilmember Quigley, seconded by Councilmember Wickstrom to approve the Consent Agenda for April 16, 2012, and all relevant resolutions for all item Nos. 3 through 12:

3. Monthly Reports:
 - Administration
 - Community Development
 - Finance
 - Public Works
 - Park and Recreation
4. Verified Claims in the Amount of \$852,015.43
5. Purchases
6. Acceptance of Donations for Safety Camp
7. Approval of Final 2011 Inter-fund Transfers and Loans
8. Resolution Authorizing the Execution of a HUD Amendment to Regulatory Agreement, a Consent to Assignment of Tax Increment Financing and an Amended and Restated Master Subordination Agreement and Estoppel Certificate for Lexington Shores (Sherman & Associates)
9. Resolution Calling for Public Hearing for Proposed Modification to Municipal Development District No. 2, Establishment of Tax Increment Financing District No. 8 and Proposed Adoption of TIF Financing Plan for Midland Plaza Redevelopment (Lakeview Terrace Apartments)
10. Resolution Supporting MnPass Improvement Project on I-35E.
11. Resolution Supporting Lexington Avenue Corridor Improvements from I-694 to County Road F
12. Award of Long-term Disability Insurance

VOTE: Ayes - 5 Nays - 0

MOTION: by Councilmember Quigley, seconded by Councilmember Wickstrom to approve item No. 1 on the Consent Agenda, Minutes of March 12, 2012 Council Workshop Meeting.

VOTE: Ayes - 3 Nays - 0 Abstain - 2 (Huffman, Withhart)

MOTION: by Councilmember Quigley, seconded by Councilmember Wickstrom to approve item No. 2 on the Consent Agenda, April 2, 2012 City Council Meeting Minutes.

VOTE: Ayes - 4 Nays - 0 Abstain - 1 (Huffman)

PUBLIC HEARINGS

There were none.

GENERAL BUSINESS

AUTHORIZE CONSTRUCTION AGREEMENT WITH CP RAIL FOR THE VICTORIA STREET RAILROAD CROSSING

Presentation by Public Works Director Mark Maloney

The proposed agreement with CP Rail would be in conjunction with the Owasso Street Realignment. The road improvements will impact the rail crossing, which will be reconstructed. CP Rail has a vendor that supplies equipment. The railroad will perform installation with their own workers. The City will pay for materials. The total estimated cost is \$350,200.

This agreement is only for reconstruction of the crossing. A separate negotiation is taking place for easements and acquiring property.

The entire project cost is approximately \$2.4 million. Ramsey County will participate with \$363,000 in funding. Staff recommends authorization of the agreement.

The project schedule is:

April 24, 2012	Planning Commission Public Hearing on PUD
May 14, 2012	EDA consideration of TIF Plan
May 21, 2012	City Council approve plans and specifications
June 18, 2012	City Council approval of Final PUD
July 2, 2012	Council award of road construction contract
November 2012	Major road elements complete
June 2013	Road construction complete, site work begins

Mr. Maloney explained that if, for some reason, the project does not move forward, the City may have some exposure for restocking fees from the railroad.

Councilmember Withhart asked if the crossing will have new signals. Mr. Maloney stated that the entire crossing will be completely new.

Councilmember Huffman asked about the possibility of a silent crossing and whether this construction will impact the *Slice of Shoreview*. Mr. Maloney stated that quiet zones for rail need very elaborate crossings that prevent any driving around the arms. Such a level of improvement is not in this plan. Mr. Schwerm noted that with a contract award targeted for July 2, and typically a 30-day pre-construction period, he anticipates full construction to begin just after the *Slice*.

Councilmember Wickstrom asked the cost of right-of-way acquisition. Mr. Maloney stated that two easement purchases are being negotiated.

Councilmember Quigley stated that in his experience the railroad operates on its own schedule.

In that regard, Mayor expressed concern that the railroad crossing could hold up the project. Mr. Maloney responded that the railroad work is scheduled for this year.

Mayor Martin requested that the project include at least widening the shoulders on County Road E and/or a trail to Vivian. Mr. Maloney indicated on the map the concept for a trail on the south side of County Road E.

MOTION: by Councilmember Huffman, seconded by Councilmember Wickstrom to authorize a construction agreement with CP Rail for reconstruction of the railroad crossing at Victoria Street, DOT #689008K.

ROLL CALL: Ayes: Huffman, Quigley, Wickstrom, Withhart, Martin
Nays: None

AUTHORIZATION TO HIRE PARK PLANNING CONSULTANT FOR BUCHER PARK RENOVATION

City Manager Schwerm stated that Bucher Park is scheduled for renovation in 2012. The park has three ball fields, two soccer fields, as well as tennis and basketball courts. Approximately \$340,000 has been designated for this project, which includes replacement of the playground equipment. In order to make a complete analysis of Bucher Park needs, the City sought bids from three expert park planning firms. The consultant would meet with neighborhood residents and youth associations to determine and develop a Master Plan for the park, as well as oversee the renovation.

Three bids were received ranging in cost from \$27,000 to \$33,000. All three firms were interviewed. Staff is recommending Brauer & Associates because of the thoroughness of their bid and attention to detail that staff has experienced on other projects with them. Their cost is slightly higher at \$32,400, but Brauer is familiar with the City and did the work at Sitzler Park.

Councilmember Huffman asked how often the low bid is not accepted. Mr. Schwerm explained that rarely is the low bid not accepted for projects. However, when choosing consultants, staff will generally recommend the firm that has the best approach to the project even if the cost is slightly higher. In this case, staff felt the recommended consultant would provide the best services.

MOTION: by Councilmember Withhart, seconded by Councilmember Wickstrom to authorize the hiring of Brauer & Associates for the Bucher Park renovation project in the amount of \$32,400.

Discussion:

Councilmember Quigley noted that with the recent retirement of the City's Park and Recreation Director, it is important to get the best consultant service possible. Brauer did an excellent job with the renovation of Sitzler Park.

Mayor Martin added that Brauer does a very good job of obtaining neighborhood input, which is very important. The residents in the Sitzer Park area felt they were able to have input into the renovation of that park.

ROLL CALL: Ayes: Quigley, Wickstrom, Withhart, Huffman, Martin
 Nays: None

SPECIAL ORDER OF BUSINESS

Request for Water Extension

Mr. Maloney reported receipt of a municipal water extension request from a developer in North Oaks. He referred to a policy developed in 1989, when the City provided a water extension to the commercial center in North Oaks. The request is for connections to as many as 125 units on a 62-acre site. The protocol in the policy of 1989 indicates that the City would first have to determine that its infrastructure system would be able to support any connections outside the City. The water system would have to be modeled to determine if there is capacity by expert consultants, which would be paid for by the requesting developer.

Councilmember Withhart stated that his understanding of the policy is that the developer would work with the City of North Oaks and that any request would come from North Oaks, rather than Shoreview negotiating with an individual developer. Another option would be to request from North Oaks that this parcel be annexed into Shoreview for water connection access.

Mayor Martin stated that Shoreview will not want to enter into any agreement with North Oaks until the project is approved. Mr. Schwerm stated that discussions have included the City of North Oaks. Payment for the study of Shoreview infrastructure capability will be requested up front.

Councilmember Withhart noted that it would be important to comply with item No. 3 of the policy, which requires an escrow account. This would insure coverage of any Shoreview costs.

Councilmember Wickstrom stated that her concern would be not having to build a third water tower and that the connected units be subject to Shoreview's watering restrictions in the summer. Mr. Schwerm stated that if Shoreview is only providing a connection at the City border and not maintaining infrastructure in North Oaks, it is more difficult to require compliance with Shoreview water restrictions. However, this issue is subject to negotiation in any agreement that may be reached.

Accident Data on County Road F and Hodgson Road

Mr. Schwerm reported that in response to a letter received from Mr. Dolen, staff contacted Ramsey County regarding the accident data provided. Ramsey County identified 11 accidents in the past four years. However, staff discovered that the software program used provided accident data for a larger area and not just at County Road F and Hodgson but also included Rice Street and County Road F where there is a

four-way stop sign. Many of the accidents reported actually occurred at the Rice Street intersection. There were only a couple of rear-end accidents at County Road F and Hodgson. This information does not change the staff recommendation, which is based on the County's desire to make a safer intersection. Staff wanted to make sure the City Council was aware of correct accident data.

Mr. Maloney stated that the recommendation for a cul-de-sac on County Road F on the west side of Hodgson has been discussed with Ramsey County for many years. The recommendation is not a result of accident history but of access management and safety issues. The right angle realignment of County Road F on the east side only works if there is no County Road F connection on the west side. A right-in-right-out access on the west side would create too many decision points in one location. If the cul-de-sac is not built, he believes the right-angle access from the east would not be a meaningful improvement.

It was the consensus of the Council that the decision made to move forward with the cul-de-sac is the right decision.

ADJOURNMENT

MOTION: by Councilmember Huffman to adjourn the meeting at 8:10 p.m.

VOTE: Ayes - 5 Nays - 0

Mayor Martin declared the meeting adjourned.

THESE MINUTES APPROVED BY COUNCIL ON THE __ DAY OF _____
2012.

Terry C. Schwerm
City Manager

SHOREVIEW BIKEWAYS & TRAILS COMMITTEE

Meeting Minutes

February 2, 2012

1. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

2. ROLL CALL

Members Present: Mark Stange, Judd Zandstra, Craig Mullenbach, Bill Atkins, Jay Martin

Members Absent: Keith Severson, Craig Francisco

Guests: Greg Mack, Director of Ramsey County Parks & Recreation
Connie Bernardy with Active Living Ramsey County

City Staff: Charlie Grill

3. APPROVAL OF AGENDA

The agenda was approved.

4. APPROVAL OF MEETING MINUTES

The minutes of the December 1, 2011 meeting were reviewed and approved by consensus of the Committee.

5. COMMITTEE DISCUSSION ITEMS

The meeting began by Connie Bernardy describing the mission of Active Living Ramsey County. She had many resources that described locations of different activities in the county as well as areas to get tips on overall health. She did mention the GIS System "Go Ramsey" and explained in more depth the functions as well as how we can be involved with creative ideas and additions to the system.

Ms. Bernardy also spoke to the committee about the Ramsey County Bench System. Ramsey County has been placing benches around its trail system in an effort make the trail system more accessible by a wider range of Residents. Benches are available as long as the City produces an available pad. The benches are low maintenance and made from recycled plastic. Charlie will be looking at projected costs per pad and Committee members will be looking for possible locations. The committee will discuss this program in more depth at the March meeting.

Greg Mack, Director of Ramsey County Parks & Recreation, then spoke to the committee regarding trail projects that would have effect on Shoreview's trails system. Some of these proposed ideas were the completion of the parking lot and connecting trail in Grass Lake Park, Development of a connection trail from Hwy 96 to County Rd H and a Trail Renovation running through Lake Vadnais. Although some of these renovations will not take place inside Shoreview, these trails would benefit Shoreview residents and help commuter and recreational traffic navigate around the local area. Trail maps are also looking at being installed at several points along Ramsey County trail system.

Mr. Mack also described some of the ideas for recreational pedestrian crossing that are involved with the 694 project. It was discussed how to increase points of crossing, how to direct traffic to those points as well as how to create a safe crossing at current intersections. Mr. Mack left several maps and resources that will be very helpful in future discussions.

After the Ramsey County presentation, the committee then discussed the remaining agenda topics. The committee reviewed Jay Thacker's application for the Bike and Trails Committee. Mr. Zandstra proposed motion to accept the application and move forward in the process. This motion was seconded by Mr. Mullenbach and was passed by all present committee members.

The Committee then discussed the possibility of changing the dates of the Tour de Trails from Saturday morning to Sunday morning. It was decided that if the event was to stay on Saturday morning, it might be beneficial to change the starting location. If the event was to move to Sunday morning, the same starting location would be acceptable. Mr. Zandstra proposed motion to move the event to Sunday morning. The motion was seconded by Mr. Atkins and was passed by all present committee members.

6. ADJOURNMENT

The meeting was adjourned at 8:35 PM.

SHOREVIEW ECONOMIC DEVELOPMENT COMMISSION

Meeting Minutes

February 21, 2012

ROLL CALL

Chair Josh Wing called the meeting to order at 7:30 a.m. with the following members present: Gene Marsh, Ben Stephens, Jonathon Weinhagan, Sue Denkinger and Dave Kroona. Commissioners Lukowitz, Gardner, and Washburn were excused. Tom Simonson, Assistant City Manager and Community Development Director, and Tessia Melvin, Assistant to City Manager/Communications.

Additional guests included Councilmember Huffman and Kathleen Nordine, City Planner.

ACCEPTANCE OF AGENDA

Commissioner Marsh, seconded by Commissioner Kroona moved to accept the agenda as presented.

Vote: 5 AYES 0 NAYS

APPROVAL OF MINUTES

Commissioner Marsh, seconded by Commissioner Denkinger, moved to approve the minutes of January 17, 2012, as presented.

Vote: 5 AYES 0 NAYS

INFORMATION EXCHANGE

Commissioner Denkinger commented on how professional the new Cummins signs look. Simonson commented that they are continuing to grow and will be occupied by May.

Simonson reported that TSI recently received a regional Manufacture of the Year award. They have asked Mayor Martin to present the award at the presentation in April. Business representatives from TSI commented on their great relationship with the City.

Simonson provided an update on HED Cycling. They are looking to bring back some jobs from China and currently do not have enough room for the additional employees. The City Staff has reached out to them to assist with the expansion. It is estimated that this expansion would include an additional 30,000 square feet.

Simonson provided an update on the Twin Cities North Chamber of Commerce (TCNC) establishment of a Business Council. The TCNC serves Columbia Heights, Fridley, Mounds

View, New Brighton and Roseville. The TCNC Business Council is a monthly meeting to be held in one of the city members. President, Tim Roche, has asked Simonson to talk at the next Business Council in March. Typical meetings include a speaker from a city that may include a mayor, police chief, fire chief or city representative. Simonson added that this commitment does not require much additional staff work, and may increase business relationships.

Simonson reminded the Commission on the invite to the special joint workshop meeting with City Council, Planning Commission and Economic Development Authority. All Commissioners are invited to the ULI-MN Workshop: Navigating the New Normal, which will be held on March 12.

- The impact of the 'new normal' on future growth patterns, demographic trends and market preferences
- City households, shifts in households moves, housing types and labor and commute patterns with a focus on strategies to support a full range of housing choices connected to transportation options and jobs; and
- How to position the community to attract the best quality development.

Commissioner Wing asked about the increase in building permits. Simonson reported that increased activity is due to the Super Target project, which has a value of \$900,000 for a major interior remodel and a \$1.9 million Land O' Lakes renovation and upgrade.

Councilmember Huffman asked for an update on the Target renovation. Commissioner Wing commented that the Shoreview Target is currently renovating its interior to include new flooring and interior improvements.

GENERAL BUSINESS

Temporary Commercial Signs

Simonson reported that the City received some complaints regarding temporary commercial signs at the Shoreview Mall. City staff asked the City Council to provide general direction to staff and asked that the review process of the regulations include the Planning Commission and Economic Development Commission.

Simonson used Target as an example of a temporary commercial sign. They are requesting a banner that would state they are open during construction. After the construction they would like to have a banner read Now Open, this sign would be up for two months.

City staff estimate that it will be a four month process to create an inventory of these signs that are in current violation.

Nordine presented a brief update on the report that the Planning Commission will be reviewing next month. In 2011, the City only had 3 permits pulled for temporary signs; however, there are

more temporary signs utilized. The Council did look at this problem and stated that our current text does not allow for much flexibility and they would like to see more flexibility.

Commissioner Wing asked if the City works with the property owner or the tenant when dealing with temporary signs and other signage issues. Nordine commented that staff works with the property owner, unless there is no success then they work with the tenant.

Commissioner Kroona stated that as a business owner, he struggles with signs in the City. He would like to see the City allow more electronic signs.

After much discussion, Simonson agreed to take the comments of the EDC to the Planning Commission and the City Council.

ADJOURNMENT

Commissioner Marsh, seconded by Commissioner Weinhagen, moved to adjourn the meeting at 8:35 a.m. Commissioner Wing left the meeting early.

Vote: 4 AYES 0 NAYS

SHOREVIEW BIKEWAYS & TRAILS COMMITTEE

Meeting Minutes

March 1, 2012

1. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

2. ROLL CALL

Members Present: Keith Severson, Mark Stange, Judd Zandstra, Craig Francisco, Craig Mullenbach, Jay Martin, Jay Thacker

Members Absent: Bill Atkins

Guests: None

City Staff: Charlie Grill

3. APPROVAL OF AGENDA

The agenda was approved.

4. APPROVAL OF MEETING MINUTES

The minutes of the February 2, 2012 meeting were reviewed and approved by consensus of the Committee.

5. COMMITTEE DISCUSSION ITEMS

The meeting began by welcoming the committee's newest member, Jay Thacker. Charlie then reviewed the Public Works February Monthly Report which included the first major snow storm of the season.

A brief plan for the 2012 Tour de Trails was laid out. Charlie will have new signs for the ride to show the committee and have approved at the April meeting. The April meeting will also consist of; confirming the route the ride will take which will be made up by Mr. Zandstra, the committee will agree on a T-shirt logo and discuss new ways to alert people that the ride is on Sunday and **not** Saturday.

Also, as part of the Active Living Ramsey County Park Bench Grant, all members were assigned a trail map and are to mark areas they would recommend park benches be placed. During the April meeting, the committee will come up with a list of requested benches and forward to Public Works. Charlie will estimate cost according to timing, location and size and will deliver the amount of benches approved at the following meeting.

Mr. Stange did speak briefly regarding this year's Bike Summit and wanted to urge all members that can, to attend the event at the Minnesota State Capital.

6. ADJOURNMENT

The meeting was adjourned at 8:00 PM.

Minutes

ENVIRONMENTAL QUALITY COMMITTEE

March 26th, 2012

1. CALL TO ORDER

The meeting was called to order at approximately 7:05pm.

2. ROLL CALL

- a. Members present: Len Ferrington, Katrina Corum, Daniel Westerman, Tim Pratt, Scott Halstead, John Suzukida, Susan Rengstorf, Lisa Shaffer-Schreiber, Mike Prouty
- b. City staff present: Jessica Schaum

3. APPROVAL OF AGENDA

The agenda was approved with no changes.

4. APPROVAL OF MEETING MINUTES – February 27th, 2012

The minutes were approved with no changes.

5. BUSINESS

- A. Diana McKeown of Metro CERTS joined the EQC for a discussion about GreenStep Cities. Diana described GreenStep Cities as a framework to capture a range of efforts related to sustainability. The program is designed for cities to implement or be recognized for best practices with the focus on cost savings and energy use reduction. The Committee discussed how homeowners could be more engaged in a program like this, Diana responded that there are plenty of resources available in the form of workshops or assistance arranging home energy audits or promoting energy efficiency. The EQC could co-sponsor such events or programs in conjunction with ongoing GreenStep Cities best practices.

The Committee was also interested in exploring how GreenStep Cities could be intertwined with the existing Green Community Awards program, but Diana stated that most of the initiatives may not correlate to homeowners directly.

Susan made a motion to encourage the City of Shoreview to explore becoming a GreenStep City, and Katrina seconded. All members voted aye.

B. Speaker Series Update

- a. March 21, Twin Cities Household Ecosystem Project – Lawrence Baker
 - i. About 17 people attended, City staff are working on uploading them to the City's website.
- b. April 18, The Future of Public transit in Shoreview – John Doan

C. Green Community Awards

- a. 2013 Expanded Awards- Progress reports from mini task forces
 - John and Mike shared their vision for a broader sustainability program as an umbrella with ideas like water conservation, water quality, energy efficiency, renewables, and transportation threads underneath. The Committee is prepared to add topics or more focus as we get into the process. It was determined with the help of Diana McKeown that the best way to measure efficiency is \$/per square foot, and possibly having a relative and an absolute winner. Household

types may also factor in to different categories or “honorable mention” type recognition. (For example – Comparing the energy bills of a retired couple who are in Shoreview for 6 months vs. a family of 5 here year round and accounting for those differences.)

The focus of the program will be to encourage widespread use of these practices and have winners share their story and a few key starting points for those who are interested.

The Committee asked Jessica to look into putting inserts into our utility bills to share information about EQC programs and water usage/conservation. According to the Utility Billing Clerk – it is easiest if they are a full page for folding machine purposes. As far as selecting those with low water usage - we can pull that information but it could include foreclosures or vacancies - not necessarily who the Committee wants to target for water conservation. If the Committee would like to have something printed up for the next quarter's billing cycle - Jessica should let her know soon. The bill would go out in late August or September.

- b. 2012 Existing Awards – So far three households were asked to apply, Committee members are still finding potential applicants by word of mouth. The application is available on the City’s website now.

D. Newsletter Topics

- a. April issue (Due May 15th – published last week of June)
 - i. Environmentally friendly bug and weed protection - Katrina
 - ii. Emerald Ash Borer symptoms - Jessica
 - iii. Energy audits – John
 - iv. Light bulb guide – Jessica

E. Public Works Update –

There was a public meeting held for the Floral, Demar, and County Road F road reconstruction project – more research may be needed to determine accurate traffic counts, placement of street lighting, and changing the entrance to Hodgson from County Road F into a cul-de-sac.

The package of environmental ordinances the EQC reviewed in January 2012 are now adopted and in effect in the City’s Municipal Code. New or updated sections include the ban of coal tar sealants, illicit discharge, shade tree management, and erosion standards. In conjunction with the shade tree ordinance, the Emerald Ash Borer Management Plan was also adopted. The City was successful in applying for a grant to help manage Emerald Ash Borer from the MN Department of Natural Resources in the amount of \$127,200 for ash tree removals and replacements of native, diverse species.

F. Other

- a. Landscape Revival scheduled for June 2nd at Roseville Rainbow Foods
- b. Beyond Coneflowers: Native Gardens for City Living April 15th 2-3:30 St. Timothy Lutheran Church www.district10comopark.org
- c. City’s Spring Cleanup Day – May 19th 8am to 3pm.

G. Adjournment

- a. The Committee adjourned at approximately 8:15pm.

SHOREVIEW PLANNING COMMISSION MEETING
March 27, 2012

CALL TO ORDER

Chair Solomonson called the meeting of the March 27, 2012 Shoreview Planning Commission meeting to order at 7:00 p.m.

ROLL CALL

The following members were present: Chair Solomonson; Commissioners Ferrington, McCool, Proud, Schumer, Thompson and Wenner.

Commissioner Wenner arrived late.

APPROVAL OF AGENDA

MOTION: by Commissioner Schumer, seconded by Commissioner Proud to approve the March 27, 2012 agenda as submitted.

VOTE: **Ayes - 6** **Nays - 0**

APPROVAL OF MINUTES

Correction: Add Commissioner Ferrington's name to those present at the meeting.

MOTION: by Commissioner Schumer, seconded Commissioner Proud to approve the February 28, 2012 Planning Commission minutes as corrected.

VOTE: **Ayes - 6** **Nays - 0**

Chair Solomonson noted that Commissioner Wenner arrived at the meeting at this time.

REPORT ON COUNCIL ACTIONS

City Planner Kathleen Nordine reported that the Concept Stage for Midland Terrace redevelopment was presented to the City Council. The Council felt that the six-story height could work because of the separation from the building and the single-family homes by the pond and wetland area. The Council encouraged the applicant to increase the setback on Victoria.

The Council approved the environmental text amendments regarding pests and tree diseases, as recommended by the Planning Commission.

NEW BUSINESS

PUBLIC HEARING - CONDITIONAL USE PERMIT

FILE NO.: 2443-12-6
APPLICANT: DAVID NELSON & CLAIRE IMSLAND
LOCATION: 5155 HODGSON

Presentation by City Planner Kathleen Nordine

The application is for a Conditional Use Permit to retain an existing storage shed that was constructed in 2004 without a building permit. The property consists of 0.82 acres with a width on Hodgson of 109 feet. The shed stores lawn equipment and tools. It is 13.4 feet in height, consists of 224 square feet and had 8-foot side walls. The setbacks are 15 feet from the side property line and 30 feet from the rear property line.

City Code requires a Conditional Use Permit for accessory structures that are between 150 and 228 square feet in size. The shed does comply with standards for location, height, design and setback requirements. The combined area of accessory structures does not exceed the maximum allowed of 1200 square feet for this property. The location is wooded, which mitigates any visual impact.

Property owners within 350 feet were notified of the application, including residents in North Oaks. Several comments were received in support of the application. Staff is recommending approval.

Commissioner Ferrington verified that the main reason for this application is because no building permit was issued for it. Ms. Nordine agreed and explained that the shed was built in 2004. When City regulations were tightened in 2006, this structure was not grandfathered in because there was no building permit, hence the need now for a conditional use permit.

Commissioner Schumer asked how the City came to be aware of the structure. Ms. Nordine stated that Code Enforcement reported it when responding to another issue with the property.

Commissioner McCool asked if the shed identified to be removed, in fact, has been removed. Further, he asked if there are open code enforcement issues on the property and if so, whether the Commission can grant a permit. Ms. Nordine answered that the shed has been removed. A permit can be granted if the requirements are met. The applicants have been very cooperative in working to bring the property into compliance.

Chair Solomonson noted that the windows in the garage are broken and asked if a certain level of maintenance is required. Ms. Nordine stated that Code Enforcement is working on this issue with the applicants.

consists of 6,200 square feet with a lot width of 40 feet. It is a substandard riparian lot on Snail Lake. The existing home encroaches upon the required 10-foot side setbacks. In 1991, a variance was granted to construct an attached garage 28 feet from the front property line. The addition would provide two bedrooms, an office area and bathroom. The height is 30.6 feet from the lake side. There would be no change in existing setbacks. Existing impervious surface of 38.6% can be retained, although the Code requirement is 30%.

The applicant submitted a statement stating that the addition will not increase impervious surface or foundation area. Their lot width limits any areas for expansion. The home is small with living space of 1,500 square feet, and the addition is needed to improve the livability of the home. The addition is consistent with the character of the neighborhood that has one, two-story and split-level homes. There are also other homes in the neighborhood that encroach into side yard setbacks.

Staff believes practical difficulty is present and is recommending approval. The lot is small and the width present limited options for expansion. The existing house encroaches upon the required setbacks. The neighborhood has a variety of housing styles and lot sizes. Expansion toward the lake would have a greater impact.

The applicants will be required to use two shoreland mitigation practices. One will be architectural mass; the second is not yet determined.

Notices were sent to property owners within 150 feet. No comments were received.

Commissioner McCool asked the other shoreland mitigation options being considered. Ms. Nordine stated that a rain garden is a possibility to address runoff. Commissioner McCool asked if gutters or downspouts are included. His concern is added runoff to the neighboring property to the north.

Chair Solomonson asked the height of the addition as seen from the street. Ms. Nordine referred this question to the applicant.

Commissioner Wenner asked if the addition would block sunlight to the abutting properties. Ms. Nordine responded that the house to the north sits closer to the lake so there would be minimal impact.

Mr. Greg Olfelt, Stone Hearth Remodeling, stated that the house was built in 1936. If a rain garden is done in a location that could capture the water from the gutters, they would be installed. There is a good slope to the rear of the property. That has not yet been determined. In response to Chair Solomonson's question regarding height, he stated that the height will be just under 30 feet.

Commissioner Ferrington commended the design of this addition and her appreciation for not increasing the foundation area or extending the house closer to the lake.

MOTION: by Commissioner Ferrington, seconded by Commissioner Thompson to adopt Resolution 12-21 approving the residential design review and variance requests submitted by Greg Oothoudt, Stonehearth Custom Homes, Inc., on behalf of Christine Anderson, to construct an addition on to the existing home at 4327 Snail Lake Boulevard. The variances approved are: 1) To reduce the minimum 30-foot structure setback from the front property line to 28 feet, and 2) to reduce the minimum 10-foot structure setback for required from a side property line for living space to; 5 feet 9 inches from the north side property line and 7 feet 5 inches from the south side property line.

Approval is subject to the following conditions:

1. The project must be completed in accordance with the plans submitted as part of the Residential Design Review/Variance applications. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. This approval will expire after one year if a building permit has not been issued and work has not begun on the project.
3. Impervious surface coverage and foundation area shall not be increased above the current coverage areas without a variance.
4. The mitigation plan shall be completed within one year of this approval date. A Mitigation Affidavit shall be executed prior to the issuance of a building permit for the new addition.
5. The approval is subject to a 5-day appeal period. Once the appeal period expires, a building permit may be issued for the proposed project. A building permit must be obtained before any construction activity or site work begins.

This approval is based on the following findings:

1. The proposed improvement is consistent with the policies of the Comprehensive Plan, including the Land Use and Housing Chapters.
2. **Reasonable Manner.** The intent of the proposed expansion is to provide additional bedroom space to improve the livability of the home. Currently, the home has only one bedroom and has a small 956 square foot foundation area (excludes garage area) with about 1,500 square feet of living area. The proposal to add bedroom space is reasonable and is consistent with the City's housing policies regarding housing and neighborhood reinvestment and life-cycle housing.
3. **Unique Circumstances.** The property is a substandard riparian lot that has a small lot area and narrow width. The current structure encroaches upon the

required front and side yard setbacks. These are unique circumstances related to the property and not created by the property owner.

4. **Character of Neighborhood.** The neighborhood is eclectic with a variety of lot sizes and house styles. The applicant's property is one of the smaller lots in the neighborhood. Expansion of the structure towards the lake would have greater impacts on the lakeshore environment and adjoining properties. Houses on the adjoining properties are also setback only a few feet from the side property lines. Placing the addition above the garage will minimize impacts on these adjoining homes since the garage area is not directly adjacent to the living areas of the two adjacent residential structures

VOTE: AYES: 7

NAYS: 0

PUBLIC HEARING - CONDITIONAL USE PERMIT

FILE NO.: 2445-12-8

APPLICANT: AUTOMOTIVE VENTURES GROUP/KAREN PROPERTIES, LLC

LOCATION: 3854 LEXINGTON AVENUE NORTH

Presentation by City Planner Kathleen Nordine

The application is for a Conditional Use Permit that would amend an existing Conditional Use Permit. The property is used for an automotive fuel/service station/car wash. The request is to add retail automotive sales to the property. In 1983, an amendment to the Conditional Use Permit was adopted to prohibit automotive sales on the property. In 1999, a further amendment was added to prohibit storage of cars on the site for more than 30 days.

The applicants have experienced an increase of vehicle forfeiture by customers. Some vehicles would be purchased from the customer, repaired and then offered for sale by the station. The maximum number of cars for sale would be five. They would be located in the existing parking lot adjacent to Lexington Avenue and I-694.

The property is zoned C-2, General Commercial. Automotive sales are permitted as a conditional use.

Surface parking consists of 44 stalls. There are 16 stalls for fuel pump parking. Code requires a total of 48 stalls. The applicant indicated that approximately 50% of the stalls are not used; five on the western portion of the property would be dedicated for sales use. The applicant anticipates an average of two vehicles on sale per month, but in order to obtain a dealer license, there must be space for five vehicles.

Staff is concerned about adding this use to a property that is already being used intensively. Introducing auto sales on this site may also set a precedent for other service stations. There are also concerns about adding this use when recent development investment has occurred in the area with other needed commercial

services for the community. Third-party sales are prohibited. No additional signage would be allowed, except window signs in the vehicles.

Conditions in the Development Code are met in that no additional improvements are needed for this use, and the parking lot has the capacity to accommodate this additional use.

Property owners within 350 feet were notified, including in Arden Hills. No comments were received.

The proposed use is consistent with the commercial land use designation and policies. This use must be restricted because of other uses on this property. Staff is requesting that the Planning Commission recommend the City Council approve with the conditions listed in the staff report.

Commissioner Wenner stated that allowing this use would set precedent for other service stations that also have the capacity. Ms. Nordine stated that is also a concern of staff. The location at Lexington and I-694 with restrictions would be unique enough to not set precedent. Commissioner Wenner stated that consumers like to buy cars where there are a number of dealers in the same location. He believes this would set a precedent.

City Attorney Filla stated that the City Code allows this type of use. If this use is not desired, consideration should be given to amending the Code and putting this application on hold.

Chair Solomonson noted that there are no other car sales in the City. He asked if the prohibition is particular to this conditional use permit. Ms. Nordine answered that it is. Chair Solomonson asked how other dealers might set up a business in Shoreview. Ms. Nordine responded that the property would have to be zoned C-2, and a conditional use permit would have to be granted.

Commissioner Schumer suggested that the Code could stipulate that only service stations be allowed to have this use, not just any gas station.

Commissioner Ferrington stated that there are potential serious enforcement issues with the number of vehicles on the lot, vandalism of vehicles left out. No signage would be allowed, but there is a changeable sign on-site. What would prevent that sign reading car sales? She is hesitant to opening the door for the difficult enforcement this use would entail. Also, it is not compatible with the development that is coming to that area, which the City has made sure will be upscale. Putting in a car dealer where people will be trying to turn is not consistent with what is being done.

Ms. Nordine stated that staff struggles with the same issues. However, in looking at the criteria for a conditional use permit, staff did not believe there was enough leverage to deny the application.

Commissioner Ferrington asked if her personal opinion that it is not compatible is enough for denial. City Attorney Filla answered, no and stated that the discussion should focus on the criteria for a conditional use permit whether or not there is agreement with staff. If the Planning Commission needs more information, he would advise taking the time to get it.

Commissioner Proud asked if the history of violations and existing violations on this site are germane to the application. City Attorney Filla stated that one condition can be required is that the property be brought into Code compliance. History of noncompliance is not justification for denial of the application.

Chair Solomonson asked the zoning of the Sinclair Station across the street. He noted that on the applicant's property there has been a car for sale from time to time that is parked in the drive aisle where a tow truck is also sometimes parked. He asked if that area could be designated as No Parking. Ms. Nordine answered that the zoning of the property across the street from Sinclair is a Planned Unit Development. The drive aisles at the service station could be designated No Parking. Five spaces must be designated for cars to be sold to obtain the state dealer's license.

Chair Solomonson opened the public hearing.

Mr. Mark McClain, 3850 Lexington, stated that the intent is not to become a used car dealer, but he would like his business to be allowed to sell a car occasionally. In order to get a license, five spaces must be designated for that purpose. In the last few years, cars that have been approved for repairs are left after the work is done because owners cannot pay for the repairs. In one instance he was able to sell a car that helped a customer get some cash to put down on another car. These occurrences happened maybe once a year in the years he has been in business, since 1972. Now perhaps there are half a dozen such instances per year. The dealer license is needed in order to be bonded and be able to do the title work. Five stalls are needed, but he is not looking to have five cars for sale at all time. He wants to be able to handle these situations in the correct manner.

Commissioner Wenner asked and Mr. McClain stated that he would have free and clear title to any cars that would be sold and that there would be no mechanics liens on them.

Commissioner Ferrington asked if signage would be needed. Mr. McClain stated that signage could be done internally.

Commissioner Proud asked for further information on the type of bonding needed and the process for acquiring the title of cars. Mr. McClain stated that owners sign over the title. Sometimes a technician will make a deal. That is what he is trying to avoid and have all such sales be official with his corporation. Commissioner Proud asked the type of signage that will be used. Mr. McClain stated that window signage on the vehicle

would be used. He is willing to work out what is required by the City. Also, if the car is beyond repair and he has a dealer license, he would be able to take the car to auction.

Commissioner Thompson noted that the designated stalls are not seen from Lexington. Mr. McClain stated that the sales would be through customer inquiry. There is no plan for big advertising on Lexington or I-694. He is looking to be able to legally address situations when the business is left with a car.

Commissioner McCool asked if the license is renewed annually. Mr. McClain answered, yes. There is an annual fee.

Chair Solomonson asked if Mr. McClain owns any other repair sites in Shoreview and if, through common ownership, the service station on Lexington would be selling cars from that site. Mr. McClain stated that the other service station is at Highway 96 and Hodgson. There is no plan to bring cars from that site or other sites to sell at the Lexington site.

MOTION: by Commissioner Proud, seconded by Commissioner Schumer to close the public hearing.

VOTE: **Ayes - 7** **Nays – 0**

Commissioner Proud suggested this matter be tabled to give the applicant time to provide specific information signage on the vehicle and whether the cars to be sold will only be payment defaults at this site, or the applicant will be bringing in cars from other sites. He would like staff to also address whether the City can build in an enforcement cost with the conditional use permit. Further, he would want to know if and how the existing reader board sign would be used for this use.

Commissioner Ferrington agreed and additionally, she would like to see data from the past two years and whether the number of such cars is increasing. She is also concerned about bringing cars from other sites. It is important to protect Shoreview with only high quality businesses.

Commissioner McCool stated that he has no problem with this request and is not in favor of amending the City ordinance to not allow this type of use, especially in this location. It is five vehicles on a site that has ample parking space. He does not believe precedent is a concern, as each application stands on its own. His main concern is how this use will work on this site with respect to car movement. He would like to see some parking stalls near the building be restricted in use with employees parking in back. Also, as this is a conditional use permit, the use could be reviewed again in a year if requested by the City. He would like to find a way to make this work for the applicant who is trying to do the right thing.

Chair Solomonson asked if a review period can be part of the conditional use permit. City Attorney Filla answered, yes, but a permit is a use of the property and runs with the

property. Once a permit is issued, the property can be used in that manner as long as there is compliance with stipulated conditions. Ms. Nordine added that there is a revocation process if required conditions are not met.

Commissioner Wenner stated that he is not against the project, but this proposal is incomplete and more information is needed.

Mr. McClain stated that he is willing to provide the information the Planning Commission requests.

Chair Solomonson further requested that information be provided by staff as to the reasons this type of use was not allowed by the City in 1983.

MOTION: by Commissioner Proud, seconded by Commissioner Ferrington to table this matter to the next regularly scheduled Planning Commission meeting on April 24, 2012.

VOTE: Ayes - 7 Nays - 0

MISCELLANEOUS

Commissioners Proud and Thompson will respectively attend the April 2nd and April 16th City Council meetings.

Commissioner Proud requested that an upcoming workshop agenda include discussion of the City's ability to use history of enforcement actions when considering new matters that come before the Commission.

ADJOURNMENT

MOTION: by Commissioner Schumer, seconded by Commissioner McCool to adjourn the regular Planning Commission Meeting of March 27, 2012, at 8:58 p.m.

VOTE: Ayes - 7 Nays - 0

**HUMAN RIGHTS COMMISSION
MEETING MINUTES
March 28, 2012**

CALL TO ORDER

Commissioner Williams called the meeting to order at 7:02 p.m. with the following members present: Mark Frey, Richard Bokovoy, Elaine Carnahan, Nancy Hite, Bob Minton and Cory Springhorn.

The following members were absent: Sam Abdullai (excused) and Kamilyn Choi (unexcused). Also present was Tessia Melvin, Assistant to the City Manager/Communications.

APPROVAL OF MINUTES

Commissioner Hite moved to accept the February 22 minutes, seconded by Commissioner Carnahan.

Vote: 7 AYES 0 NAYS

HUMAN RIGHTS COMMISSIONER APPLICATIONS

After reviewing the applications of Mark Hodgkinson and Mary Medved, the Commission agreed to invite both applicants to an interview. Commissioner Frey moved to invite the applicants to the April meeting, seconded by Commissioner Minton.

COMMUNITY DIALOGUE

Commissioner Williams reported that her only disappointment with the first dialogue on Monday, March 19 was that because there was no quorum for the February meeting, the preparation discussions were delayed a week. Commissioner Williams felt that she did not have adequate time to prepare and send invitations.

Melvin reported that there were several attendees reported that they heard about the event in the newspaper. In addition to the Commission and staff, there were about 40 participants.

Commissioner Bokovoy reported that Iris Freeman's presentation was more engaging. He reported that the second speaker was not as engaging.

Commissioner Minton reported that the Skype was a good experiment and seemed to work well.

Melvin reported that some attendees reported that the second presentation was too complex.

The Commissioners agreed that the first dialogue was a success and that with more planning and additional invitations, the second event will be another success.

PREPARATION FOR COMMUNITY DIALOGUE ON MONDAY, APRIL 23

Commissioner Minton reported that Ecumen was unable to find a presenter for the Monday, April 23, event. Melvin asked the Commissioners if they wanted to pursue another speaker, have one speaker and have a roundtable.

Commissioner Hite reported that the second topic is so important that she would like to see another speaker talk specifically about nursing homes and health aids. Commissioner Minton agreed to contact Deb Holz again, she is from The Office of Ombudsman for Long-Term Care.

Commissioner Springhorn suggested contacting the Direct Support Professionals Association of Minnesota if another speaker cannot be found.

Commissioner Minton agreed to contact Melvin on Monday with any updates and at that time, she would determine how to proceed.

JUDGING OF THE HUMAN RIGHTS ESSAY CONTEST

Melvin reported that the Commission only received one entry. She stated that the League was very late in responding to the Essay contest and was never sent a packet. Commissioner Hite suggested that the League is currently understaffed and facing financial problems.

Commissioner Frey moved to award the essay participant honorable mention, second by Springhorn. Commissioner Hite stated that she did not support this decision, as the essay was not honorable mention quality.

6 AYES 1 NAY

NEXTDOOR.COM PROPOSAL

Commissioner Frey reported that a person sitting at his table during the Community Dialogue mentioned NextDoor.com. Nextdoor is the private social network for a neighborhood. It's the easiest way for neighbors—and a forum for neighbors—to talk online and make all of your lives better in the real world. And it's free. Commissioner Frey commented that he is concerned that this network may have the potential of being a scam against the elderly. Commissioner Carnahan agreed and did not think it was wise to provide personal information to a private company. It was agreed by all Commissioners, not to pursue this topic, nor advocate it for elders.

OTHER BUSINESS

Melvin reported that the Department of Education recently launched a prevention of school bullying taskforce.

Melvin also presented the idea of the Commission hosting a Caring Youth Award. This award would be for youth grades 7-12 and would recognize those illustrating the Commission's vision to create a community where all people are welcomed, valued and respected; where each person feels at home. Melvin reported that Minnetonka, Golden Valley and Hopkins currently co-host a similar award.

Commissioner Frey moved to pursue a Caring Youth Award, seconded by Commissioner Carnahan.

7 AYES 0 NAYS

ADJOURN

There being no further business, Commissioner Hite moved to adjourn their regular meeting at 8:40 p.m., seconded by Commissioner Bokovoy.

Motion was adopted unanimously.

Minutes
ENVIRONMENTAL QUALITY COMMITTEE

April 23rd, 2012

1. CALL TO ORDER

The meeting was called to order at approximately 7:05pm.

2. ROLL CALL

Members present: Len Ferrington, Daniel Westerman, Katrina Corum, Scott Halstead, Susan Rengstorf, Tim Pratt, Lisa Shaffer-Schreiber

Members absent: John Suzukida, Mike Prouty

Staff present: Jessica Schaum, Tom Wesolowski

3. APPROVAL OF AGENDA

The agenda was approved with no changes.

4. APPROVAL OF MEETING MINUTES – March 26, 2012

The minutes were approved with no changes.

5. BUSINESS

A. Speaker Series Update

- a. April 18, The Future of Public transit in Shoreview – John Doan
Approximately 13 people were in attendance. The presentation highlighted the chicken versus the egg nature of having more transit in Shoreview and surrounding communities. MetroTransit needs riders to keep existing lines operating, and there needs to be lines available for riders to utilize.

B. Green Community Awards

- a. 2013 Expanded Awards – progress reports
- b. 2012 Existing Awards – No formal submissions yet. Len will approach residents with raingardens installed as part of the Hawes/Demar road reconstruction project and one household with a pervious pavement driveway. Susan has a friend who may have some additional leads, Len will connect with her and approach those residents to see if there is interest to apply. Scott will check with Ryan from Ramsey Conservation for other possibilities.
 - i. Check for the announcement on cable tv

C. Regional Indicators Initiative

- a. Jessica presented the program from Urban Land Institute and the Regional Council of Mayors. Three other cities have completed a “pilot” of the program and are now seeking additional cities to participate. The program’s scope of work involves a consultant team to collect the last three years of data for benchmarking and then training City staff to collect the data in future years. Data needed includes topics like energy, water, waste, and vehicle miles traveled. These metrics can be normalized over population or jobs, which can be presented easily as gallons of water used/person/day or pounds of waste/person/day. Information can also be obtained and compared across different sectors – such as residential versus commercial or industrial users. These units can show where targets, education, or best management practices may be used to lower environmental impact.

- b. The Committee felt that this program is consistent with the steps Shoreview has already taken, and would be helpful to actually measure the impact of the City's efforts towards environmental sustainability.
- c. Lisa made a motion for the City Council to authorize participation in the Regional Indicators Initiative and Daniel seconded. All members were in favor of participating.

D. Newsletter Topics

- a. April issue (Due May 15th – published last week of June)
 - i. Environmentally friendly bug and weed protection - Katrina
 - ii. Emerald Ash Borer symptoms and don't prune ash in summer - Jessica
 - iii. Energy audits – John
 - iv. Light bulb guide – Jessica

E. Public Works Update

- a. Tom discussed a number of Public Works news items:
 - i. Around the City crews have been grinding off the road paint before chip sealing the roads. Paint stripes build up over time and grinding them down will flatten out the surface before resurfacing.
 - ii. Traffic at 694 and Lexington will be worse in May and June when Lexington Ave goes down to 1 lane to add turn lanes and widen the Lexington Ave bridge. It will be inconvenient but all of the contractors, materials, and inspectors are nearby with the 694 project so it could be viewed as more efficient.
 - iii. Senior home on Hodgson – many floors are now built up
 - iv. Red Fox road developments – began working on the foundation – shops or restaurants to open summer of 2012.
 - v. Floral/County Road F/Demar road reconstruction: City Council has approved cul-de-sac on the West side of Cty Road F, with a 28 foot wide road on Demar and F, and a 24 foot wide road on Floral. Keeping these road widths will save 15-16 trees from being removed, something the neighborhood supported. Stormwater will be treated with infiltration chambers on site.
 - vi. Water pressure issues in the Weston Woods townhome association – this summer the City will be construction a booster pump so that 80-90 homes will have better water pressure.
 - vii. Grass Lake Watershed has been dissolved by the City Councils in Shoreview and Roseville. The Committee discussed funding, planning for the future, and emerging contaminants and would like to invite BWSR and a representative from Ramsey Washington Watershed to speak at a future EQC meeting.
 - viii. Tom presented the application and plans for the Lakeview Terrace Apartments. The Committee had the following comments:
 - 1. The Committee understands that stormwater management for the development would meet the requirements of the City's Surface Water Management plan, but felt this would be a good opportunity for the developer to think outside the box for stormwater management. The Committee is recommending that instead of discharging the runoff from the roof directly into Shoreview Lake the developer look at collecting and storing the runoff for reuse, which could be used for irrigation or wash water similar to what was installed in the City's Maintenance Center as part of the remodel.

2. Support the developer working with Blue Water Services to determine what steps could be taken to improve the water quality of the lake.
3. Support the planting of native vegetation along the shoreline.
4. During construction of the project the contractor should be encourage to use compost blankets for erosion control on the site. The use of compost for erosion control has been approved by MNDOT.

F. Other

- a. Re-schedule May 28th meeting –**The meeting is rescheduled for Tuesday, May 29th at 7:00 PM in the Lower Conference Room at City Hall.**
- b. Utility bill inserts – the Committee wants to keep this idea in mind.
- c. Landscape Revival scheduled for June 2nd at Roseville Rainbow Foods
- d. City Cleanup Day – May 19th. Members asked Jessica to look into cleanup days where residents put everything out at curb for pickup like in Bloomington.
 - i. Cleanup days are part of our current recycling contract with Allied Waste. To change to curbside pickup would require amending the contract and adjusting/increasing the recycling fee on property tax statements to cover costs of trucks, gasoline, labor, etc. Shoreview's current drop-off style cleanup day allows residents to drop off small scrap metal, tires, batteries, construction items, electronics, and hazardous waste – all things that Bloomington does not accept with their curbside cleanup. Bloomington residents still have to bring these items somewhere else to recycle properly.
 - ii. According to the City of Bloomington's 2012 Curbside Cleanup information, all residents pay \$21.72 annually for the curbside pickup program. Accepted items seem limited when compared to what Shoreview currently offers.
 - iii. Tim and Jessica mentioned that cleanup days with a centralized drop off ensure that no scavenging of materials takes place and the items are actually recycled properly. When scavengers cut lines in refrigerators and air conditioners to steal the copper, Freon or Chlorofluorocarbons (CFCs) are released into the air and accelerate the depletion of ozone.
 - iv. If residents have items they wish to recycle or have landfilled and not drop them off at cleanup day, the best thing to do is call their hauler and arrange for it to be picked up from the curb.

G. Adjournment

The meeting was adjourned at approximately 9:10pm.

SHOREVIEW BIKEWAYS & TRAILS COMMITTEE

Meeting Minutes

April 5, 2012

1. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

2. ROLL CALL

Members Present: Mark Stange, Judd Zandstra, Craig Francisco, Craig Mullenbach, Jay Martin, Jay Thacker

Members Absent: Keith Severson, Bill Atkins

Guests: None

City Staff: Charlie Grill

3. APPROVAL OF AGENDA

The agenda was approved.

4. APPROVAL OF MEETING MINUTES

The minutes of the March 1, 2012 meeting were reviewed and approved by consensus of the Committee.

5. COMMITTEE DISCUSSION ITEMS

The meeting began with Charlie reviewing the Public Works Monthly Report. The committee then reviewed each member's trail map and pointed out several locations for possible Park Benches as part of an Active Living Ramsey County program. 31 possible locations were identified and Charlie will look closer to see how possible each location is.

The committee then discussed this year's Tour de Trails event. It was decided that the T-shirt color this will be royal blue. Regarding the route signs, it was decided that 100 signs will be needed for the long route and 40 for the short. While not all signs will be used this will provide extras for damaged or lost signs in the future.

To advertize the change in dates for the Tour de Trails event, the committee is looking into advertizing in the local paper, through the Slice Shoreview websites, the Shoreviews newsletter, the Facebook and the City message board on Victoria and Highway 96.

It was decided that both routes will be drawn up and decided on at the May. Charlie will also have a final number of possible park bench locations at that time. Mark Stange also

informed the committee that this year's Turtleman Triathlon has been cancelled due to park construction and low lake levels.

6. ADJOURNMENT

The meeting was adjourned at 7:55 PM.

MOTION SHEET

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve the following payment of bills as presented by the finance department.

Date	Description	Amount
04/17/12	Accounts payable	\$ 23,724.09
04/19/12	Accounts payable	\$ 53,490.95
04/19/12	Accounts payable	\$ 98,047.05
04/23/12	Accounts payable	\$ 5,460.19
04/26/12	Accounts payable	\$ 42,255.10
05/02/12	Accounts payable	\$ 26,200.41
05/03/12	Accounts payable	\$ 126,893.46
05/03/12	Accounts payable	\$ 129,792.80
Sub-total Accounts Payable		\$ 505,864.05
04/20/12	Payroll 123992 to 124025 956517 to 956706	\$151,042.49
05/05/12	Payroll 124026 to 124059 956707 to 956886	\$150,560.64
Sub-total Payroll		\$ 301,603.13
TOTAL		\$ 807,467.18

ROLL CALL:	AYES	NAYS
Huffman		
Quigley		
Wickstrom		
Withhart		
Martin		

05/07/12

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
CULLIGAN	IRON FILTER INSTALL FEE CC POOL	220	43800	3810			\$850.00	\$850.00
FSH COMMUNICATIONS LLC	TELEPHONE SERVICES: PAYPHONE	101	40200	3210			\$64.13	\$64.13
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$16.43	\$16.43
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.51	\$15.51
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$16.45	\$16.45
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.57	\$15.57
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.57	\$15.57
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.51	\$15.51
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.51	\$15.51
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.50	\$15.50
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BAKERY FOR RESALE-WAVE CAFE	220	43800	2590			\$16.20	\$16.20
MINNESOTA UC FUND	UNEMPLOYMENT COMPENSATION: 1ST QTR 2012	225	43590	1420			\$33.15	\$33.15
RICOH AMERICAS CORPORATION	LEASE CITY HALL COPIERS	101	40200	3930			\$2,199.88	\$2,199.88
UPPER CUT TREE SERVICES	4 CITY BOULEVARD STUMP GRINDING WO12-1	101	43900	3190			\$390.95	\$390.95
UPPER CUT TREE SERVICES	PRIVATE STUMP WO12-2 512 LAKE COVE CT	101	43900	3190			\$139.04	\$139.04
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$694.97	\$694.97
XCEL ENERGY	ELECTRIC/GAS: MAINTENANCE CENTER	701	46500	3610			\$1,778.90	\$3,858.11
		701	46500	2140			\$2,079.21	
XCEL ENERGY	ELECTRIC: SURFACE WATER	603	45900	3610			\$910.95	
XCEL ENERGY	ELECTRIC: TRAFFIC SIGNALS	101	42200	3610			\$33.37	\$33.37
XCEL ENERGY	ELECTRIC: STREET LIGHTS	604	42600	3610			\$14,307.78	\$14,307.78
XCEL ENERGY	ELECTRIC: TRAFFIC SIGNAL SHARED W/N OAKS	101	42200	3610			\$39.54	\$39.54

Total of all invoices:								\$23,724.09

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
3CMA TWIN CITY REGIONAL CONFER	MEMBERSHIP/CONFERENCE: MELVIN	101	40200	4330				\$375.00	\$425.00
		101	40200	4500				\$150.00	
		101	40200	4330				-\$100.00	
4IMPRINT	BAGS FOR FARMERS MARKET	225	43590	2174				\$810.94	\$810.94
ALBERS, STEVE	PASS REFUND	220	22040					\$60.00	\$60.00
ALQUIST, AMY	DODGEBALL/NITRO - TL	220	22040					\$72.00	\$72.00
AMERICAN PAYMENT CENTERS	RAINBOW DROP BOX SERVICES-APR/MAY/JUN 12	601	45050	3190				\$40.00	\$80.00
		602	45550	3190				\$40.00	
ANCHOR PAPER	COPY PAPER	101	40200	2010				\$735.83	
BAUER, LISA	PASS REFUND	220	22040					\$120.00	\$120.00
BLANK-DOOR HANGERS.COM	PAPER DOOR HANGERS	101	43900	2180				\$38.25	\$38.25
BRYAN, PAUL	PASS REFUND	220	22040					\$100.00	\$100.00
BUSKEY, KAREN	PASS REFUND	220	22040					\$57.99	\$57.99
CENTURY COLLEGE	MICROSOFT OFFICE WORD BOOK: STAUFF	101	43400	4500				\$24.95	\$24.95
CHUNG, WON	TENNIS BEGINNERS	220	22040					\$45.00	\$45.00
COMCAST.COM	COMPLEX STAFF INTERNET SERVICES: MARCH	230	40900	3190				\$175.26	
COMCAST.COM	COMPLEX STAFF INTERNET SERVICE:APRIL 12	230	40900	3190				\$75.31	\$75.31
CONSTANT CONTACT.COM	EMAIL MARKETING SERVICE: MARCH 2012	459	43800	3190				\$40.00	\$80.00
		225	43400	4330				\$40.00	
CRAIG, GAVIN	BASEBALL WARMUP	220	22040					\$70.00	\$70.00
CROWN INDUSTRIES.COM	EASELS	220	43800	2180				\$434.37	\$434.37
DUPRE, MARYJO	SPORTS GAMES- ISLAND	220	22040					\$36.00	\$36.00
FORESTRY SUPPLIERS.COM	GENERAL SUPPLIES	101	43900	2180				\$227.50	\$227.50
FORESTRY SUPPLIERS.COM	GENERAL SUPPLIES	101	43900	2180				\$88.96	\$88.96
GLOVER, FRAN	REIMBURSEMENT FOR SHORELINER TEA	225	43590	2174				\$68.26	\$68.26
GOPHER	AFTER SCHOOL SPORTS SUPPLIES/LESS CREDIT	225	43510	2170				\$168.22	\$168.22
GREATER METROPOLITAN HOUSING C	ADMIN FEE - ENERGY LOAN PROGRAM/GILSRUD	307	44100	4890				\$800.00	\$800.00
HOUT, HENRY	PASS REFUND	220	22040					\$210.00	\$210.00
HYDRO CAD SOFTWARE SOLUTIONS L	HYDROCAD ANNUAL MAINTENANCE	101	40550	3860				\$192.00	
KUNZA, SHARI	REIMBURSEMENT:FOOD FOR SHORELINER TEA	225	43590	2174				\$138.71	\$138.71
LAND O' LAKES INC.	FACILITY REFUND	220	22040					\$557.04	\$557.04
LO, CATALINA	FACILITY REFUND	220	22040					\$50.00	\$50.00
METRO LEASING COMPANY	PUSH PEDAL PULL CARDIO LEASE-APRIL 2012	220	43800	3960				\$1,445.35	\$1,445.35
MINNESOTA CITY/COUNTY MGMT ASS	MCMA CONFERENCE: SCHWERM	101	40200	4500				\$225.00	\$225.00
MN DEPT OF HEALTH	STATE CONNECTION FEE - 1/1/12 TO 3/31/12	801	21820					\$13,472.00	\$13,472.00
MOSQUITO PRODUCTIONS	FEE FOR FRIDAY NIGHT FLIX	225	43590	3173				\$2,635.81	\$2,635.81
MOTION PICTURE LICENSING CORP	2012-13 MOVIE LICENSING FEE	225	43590	3173				\$544.11	\$544.11
MULLAN, ROBERT	PASS REFUND	220	22040					\$171.65	\$171.65
MY CABLE MART	USB & HDMI CABLES	101	40550	2010				\$34.71	\$34.71
NELSON, BRIAN	BASEBALL WARMUP	220	22040					\$35.00	\$35.00
OAK N MORE-PAY PAL	TEXACO SIGNS FOR VINTAGE3 GAS STATIONS	459	40800	5200				\$258.00	\$258.00
OQUIST, TIM	PASS REFUND	220	22040					\$100.00	\$100.00
ORIENTAL TRADING COMPANY	SUPPLIES FOR DAZZLING DIVAS	225	43580	2172				\$55.49	\$55.49
PARTY AMERICA CORPORATE OFFICE	SUPPLIES FOR SHORELINER TEA	225	43590	2174				\$46.75	\$46.75
POSTMASTER	STANDARD MAIL PERMIT FEE #5606	602	45550	3220				\$95.00	
		601	45050	3220				\$95.00	\$190.00
POSTMASTER	DEPOSIT IN PERMIT IMPRINT 5606-SHOREVIEW	602	45550	3220				\$500.00	\$1,000.00
		601	45050	3220				\$500.00	
RECKARD, BARBARA	PASS REFUND	220	22040					\$40.00	\$40.00
ROSEVILLE, CITY OF	TITLE TRANSFER FEES LICENSE AND TABS	701	46500	5400				\$15.50	\$15.50
RYCHLY, LYNN	BASEBALL WARMUP	220	22040					\$35.00	\$35.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
SHEN, JIANZHAO	PASS REFUND	220	22040				\$310.00	\$310.00
SMITH, JEFF LLC	SPRING2012 TAEKWONDO SESS.A CNTRCTR FEES	225	43530	3190			\$2,243.80	\$2,243.80
SOLBREKK, INC.	STANDARD SSL SERVER CERTIFICATE (1 YR)	101	40550	4330			\$31.49	\$31.49
SPRINT.COM	CELL PHONE CASES	101	40200	3210			\$42.82	\$42.82
STAPLES.COM	GENERAL OFFICE SUPPLIES	101	44100	2010			\$28.33	\$49.18
		101	42050	2010			\$16.58	
		101	40800	2180			\$4.27	
SU, HONGTAO	DODGEBALL/NITRO - IL	220	22040				\$36.00	\$36.00
TARGET.COM	MICROWAVES/VACUUM	701	46500	2183			\$566.67	\$566.67
TDS METROCOM	TELEPHONE SERVICES	101	40200	3210			\$1,398.22	\$1,455.07
		101	43710	3210			\$253.65	
		601	45050	3210			\$35.35	
		230	40900	3190			-\$232.15	
THOMAZIN, JONATHON	PASS REFUND	220	22040				\$20.00	\$20.00
TWIN CITIES HUMAN RESOURCE ASS	HRA MEMBERSHIP: ELLIOTT	101	40210	4330			\$95.00	\$95.00
TWIN CITIES HUMAN RESOURCE ASS	HRA CONFERENCE: ELLIOTT	101	40210	4500			\$135.00	\$135.00
UNITED PARCEL SERVICE.COM	RETURN UPS TO CDWG COMPANY	101	40200	3220			\$36.71	\$36.71
VISR.NET	MERCHANDISE FOR RESALE: SOCKS	220	43800	2591			\$491.71	
VISR.NET	MERCHANDISE FOR RESALE: SOCKS	220	43800	2591			\$142.95	\$142.95
WENNER, KRISTINE	BASEBALL/SOCCER - TL	220	22040				\$36.00	\$36.00
WESTERMAN, SANDRA	DODGEBALL/NITRO - TL	220	22040				\$36.00	\$36.00
WOOD FROM THE HOOD.COM	AWARD SUPPLIES	101	42050	2010			\$31.60	\$31.60
XCEL ENERGY	TRAFFIC SIGNAL SHARED W/ARDEN HILLS	101	42200	3610			\$35.99	\$35.99
XCEL ENERGY	ELECTRIC: STORM SEWER LIFT STATION	603	45850	4890			\$47.18	\$47.18
XCEL ENERGY	ELECTRIC: SURFACE WATER	603	45900	3610			\$58.99	\$58.99
XCEL ENERGY	ELECTRIC: SIRENS	101	41500	3610			\$61.60	\$61.60
XCEL ENERGY	ELECTRIC: SLICE OF SHOREVIEW	270	40250	3610			\$10.17	\$10.17
XCEL ENERGY	ELECTRIC: WATER TOWERS	601	45050	3610			\$52.39	\$52.39
XCEL ENERGY	ELECTRIC/GAS: COMMUNITY CENTER	220	43800	2140			\$5,677.20	\$20,584.67
		220	43800	3610			\$14,907.47	
XIONG, HAITAO	TENNIS BEGINNERS	220	22040				\$45.00	\$45.00
YANG, NANCY	FACILITY REFUND	220	22040				\$300.00	\$300.00
YE, WAYNE	BASEBALL/SOCCER - TL	220	22040				\$36.00	\$36.00
ZERRATH, MARTINA	BASEBALL/SOCCER - TL	220	22040				\$36.00	\$36.00
ZHUANG, MEIXING	PASS REFUND	220	22040				\$180.00	\$180.00
ZIMNY, FRANK	PASS REFUND	220	22040				\$37.00	\$37.00
							Total of all invoices:	\$53,490.95

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
BIRCHVIEW HOME BASE	REFUND	220	22040				\$48.44	\$48.44
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 04-20-12	101	21720				\$8,432.48	\$8,432.48
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS: 04-20-12	101	20420				\$103.25	\$103.25
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS: 04-20-12	101	20418				\$5,610.00	\$5,610.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 04-20-12	101	20431				\$1,081.44	
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE:04-20-12	101	21750				\$5,489.72	\$5,489.72
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS: 04-20-12	101	20430				\$290.00	\$290.00
MINNEAPOLIS KIDS- LAKE HARRIET	REFUND	220	22040				\$34.60	\$34.60
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE: 04-20-12	101	20435				\$209.00	\$209.00
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB: 04-20-12	101	20420				\$27.00	\$27.00
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS: 04-20-12	101	21740				\$27,217.28	
PUBLIC EMPLOYEES RETIREMENT AS	PERA DEFINED CONTRIBUTIONS: 04-20-12	101	21740				\$243.50	\$243.50
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX:04-20-12	101	21710				\$20,077.24	
		101	21730				\$21,896.23	
		101	21735				\$6,121.88	
U.S. BANK	TREADMILL LEASE/ONE SOURCE FIT/APR 2012	220	43800	3960			\$1,065.99	
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS: 04-20-12	101	20420				\$99.00	\$99.00
Total of all invoices:								\$98,047.05

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
CENTRAL RESTAURANT PRODUCTS	WAVE CAFE EQUIPMENT	220	43800	2590			\$389.39	\$389.39
DEBORAH A. SORENSON, D.C.	SUPERVISOR TRAINING	101	43400	4500			\$425.00	\$850.00
		225	43400	4500			\$425.00	
GOPHER	BASKETBALLS COMMUNITY CENTER	220	43800	2180			\$521.38	\$521.38
GRANDMA'S BAKERY	SAFETY RECOGNITION	101	40210	4890			\$81.42	\$81.42
GRANDMA'S BAKERY	BIRTHDAY CAKE FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$16.37	\$16.37
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$16.43	\$16.43
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.55	\$15.55
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.55	\$15.55
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.51	\$15.51
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.50	\$15.50
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.50	\$15.50
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
MATHESON TRI-GAS INC	WHIRLPOOL CO2	220	43800	2160			\$89.55	\$89.55
MIDWEST SPECIAL SERVICES, INC	CLEANING FOR MARCH	220	43800	3190			\$224.96	\$224.96
MINNESOTA RECREATION & PARK AS	EMAIL BLAST WATERPARK/PLAYGROUND	459	43800	3190			\$100.00	\$100.00
MOTION TECHNOLOGY, INC.	AUTOFRYER OIL POT/LESS CREDIT #21803	220	43800	2180			\$292.02	\$292.02
MRPA	ATTN:TURNBERG -SB TEAM REGISTRATION	225	43510	3190			\$630.00	\$630.00
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$202.66	\$237.02
		101	40800	2180			\$34.36	
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$1,145.38	
XCEL ENERGY	ELECTRIC: TRAFFIC SIGNALS	101	42200	3610			\$548.78	\$548.78

Total of all invoices: \$5,460.19

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COUNCIL REPORT

Vendor Name	Description	FF	GG	00	AA	CC	Line Amount	Invoice Amt
BENDER, ERIC	DODGEBALL REF APRIL 18	225	43510	3190			\$30.00	\$30.00
BROCK, LINDA	GOLF - INTERMEDIATES	220	22040				\$75.00	\$75.00
C & E HARDWARE	SPRAY PAINT FOR STREET LIGHTS	604	42600	2180			\$8.56	\$8.56
CHURCH, MARCENE	FACILITY REFUND	220	22040				\$306.49	\$306.49
CUB FOODS	DONUTS FOR RESALE	220	43800	2590			\$127.77	\$127.77
DANKERT, PATRICIA	PADELFORD-U OF M SHO	220	22040				\$45.00	\$45.00
DELTA DENTAL	DENTAL COVERAGE: MAY 2012	101	20415				\$6,793.90	\$6,920.93
		101	20411				\$127.03	
DEROCKER, NICOLE	PASS REFUND	220	22040				\$470.05	\$470.05
FENG, QIQUAN	PASS REFUND	220	22040				\$292.64	\$292.64
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 04-27-12	101	20431				\$731.99	
		101	20432				\$208.33	\$940.32
HORNICEK, NORA	PASS REFUND	220	22040				\$159.54	\$159.54
HOYHTYA, MIKE	PASS REFUND	220	22040				\$278.53	\$278.53
MADISON NATIONAL LIFE	LONG TERM DISABILITY INSUR: APRIL 2012	101	20412				\$1,724.56	\$1,724.56
MAYER ARTS, INC	FEE FOR WINTER SESSION 2	225	43580	3170			\$1,176.00	\$1,176.00
MELVIN, TESSIA	REIMBURSEMENT: SUPPLIES FOR HRC DIALOGUE	101	40100	4890			\$14.22	\$70.14
		101	40100	4890			\$55.92	
MINNESOTA DEPARTMENT OF HEALTH	FLORAL,DEMAR,CR F CP12-01PLAN REVIEW FEE	570	47000	5950			\$150.00	
MINNESOTA METRO NORTH TOURISM	HOTEL/MOTEL TAX/3 SITES: MARCH	101	38420				-\$877.90	\$16,680.19
		101	22079				\$17,558.09	
MINNESOTA SAFETY COUNCIL	TRAINER AED	220	43800	2200			\$287.20	\$287.20
MIYAHIRA, YOREKO	RISING STAR!	220	22040				\$56.00	\$56.00
O'DONNELL, WENDY	RISING STAR!	220	22040				\$56.00	\$56.00
PRIESTER, JILL	FACILITY REFUND	220	22040				\$64.28	\$64.28
RICOH AMERICAS CORPORATION	MAINTENANCE: COPIES CITYHALL/PARK/MT CTR	101	40200	3850			\$3,007.96	
SCHWERM, TERRY	ROTARY DUES REIMBURSEMENT	101	40200	4330			\$381.20	\$381.20
SHOREVIEW NORTHERN LIGHTS BAND	SPRING BAND CONCERT TICKETS	101	22079		301		\$250.00	\$250.00
STROMGREN, KELLI	RISING STAR!	220	22040				\$56.00	\$56.00
UPPER CUT TREE SERVICES	ASH REMOVAL PRIVATE 1761 OAKWOOD W012-4	101	43900	3190			\$629.90	\$629.90
XCEL ENERGY	ELECTRIC/GAS: WELLS	601	45050	3610			\$6,590.65	\$6,944.62
		601	45050	2140			\$353.97	
XCEL ENERGY	ELECTRIC/GAS: PARKS	101	43710	3610			\$706.70	
		101	43710	2140			\$329.52	\$1,036.22
YOUNG, MATT	DODGEBALL REF APRIL 25	225	43510	3190			\$30.00	
Total of all invoices:								\$42,255.10

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
SELBY, JAMES	SOFTBALL (FRI MEN'S)	220	22040					-\$610.00	-\$610.00
AMERICAN MESSAGING	LOCKBOX 5/1-5/31/12	101	40210	3190				\$4.26	\$4.26
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590				\$382.68	\$382.68
CUB FOODS	PRESCHOOL SUPPLIES	225	43555	2170				\$257.09	\$257.09
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$15.48	\$15.48
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$15.48	\$15.48
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$15.49	\$15.49
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$16.39	\$16.39
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$16.38	\$16.38
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$15.50	\$15.50
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$15.50	\$15.50
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
HORIZON EQUIPMENT LLC	SOFT SERVE MACHINE MAINTENANCE SUPPLIES	220	43800	2590				\$133.92	\$133.92
IDENTITY STORES, LLC	COMMUNITY CENTER UNIFORMS	220	43800	2180				\$64.45	\$64.45
LIFEGUARD STORE, THE	HIP PACKS	225	43510	2170				\$78.50	\$78.50
LOFFLER COMPANIES, INC.	LEASES: CITY HALL COPIERS	101	40200	3930				\$251.29	\$3,673.20
		101	22207					\$3,421.91	
MATHESON TRI-GAS INC	CO2 FOR WHIRL POOL	220	43800	2160				\$94.40	
METROPOLITAN COURIER CORPORATI	ARMORED CAR SERVICES:APRIL 2012	101	40500	4890				\$104.21	\$416.81
		220	43800	4890				\$104.20	
		601	45050	4890				\$104.20	
		602	45550	4890				\$104.20	
MINNESOTA POLLUTION CONTROL AG	WASTEWATER PUMP WORKSHOP FEE FOR DAN C	602	45550	4500				\$60.00	\$60.00
NASCO FORT ATKINSON	PRESCHOOL SUPPLIES	225	43555	2170				\$20.22	\$20.22
NATIONAL GYM SUPPLY, INC	FITNESS EQUIPMENT REPAIR SUPPLIES CC	220	43800	2240				\$150.88	\$150.88
NCPERS MINNESOTA	PERA LIFE INSURANCE: MAY 2012	101	20413					\$240.00	\$240.00
ORIENTAL TRADING COMPANY	PRESCHOOL SUPPLIES	225	43555	2170				\$64.49	\$64.49
PARALLEL TECHNOLOGIES, INC.	SHOREVIEW ROOM AV REPLACEMENT	459	43800	5800				\$16,899.88	\$16,899.88
RAMSEY CONSERVATION DISTRICT	EROSION & SEDIMENT CONTROL INSPECTION	603	45850	3190				\$148.67	\$148.67
RICHARD ALAN PRODUCTIONS	PRESCHOOL PICNIC ENTERTAINMENT	225	43555	3190				\$375.00	\$375.00
SAM'S CLUB DIRECT	SHORELINER TEA SUPPLIES	225	43590	2174				\$258.06	\$258.06
SELBY, JAMES	SOFTBALL (FRI MEN'S)	220	22040					\$610.00	\$610.00
TARGET COMMERCIAL INVOICE	SHORELINER TEA SUPPLIES	225	43590	2174				\$85.40	\$85.40
TARGET COMMERCIAL INVOICE	OFFICE SUPPLIES/KIDS CARE SUPPLIES	225	43560	2170				\$133.02	\$185.59
		225	43400	2180				\$52.57	
TIVOLITOO, INC	LILY PAD-DEPOSIT	220	43800	2200				\$822.94	
WATSON COMPANY	EMPLOYEE BREAK ROOM SUPPLIES	101	40800	2180				\$174.03	\$174.03
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590				\$993.00	\$993.00
YALE MECHANICAL INC	REPAIRS TO RTU #3 CC	220	43800	3810				\$446.75	\$446.75

Total of all invoices: \$26,200.41

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ACE SOLID WASTE	DUMPSTER SERVICE CC AND PARKS	220	43800	3640			\$1,163.22	\$2,102.90
		101	43710	3950			\$939.68	
APPEAL ENTERTAINMENT, LLC	SUMMER CONCERTS 6-20-12	225	43590	3173			\$1,100.00	\$1,100.00
BERRYMAN, EMMA	FACILITY REFUND	220	22040				\$250.00	\$250.00
CAMPBELL, EMIL II	SUMMER CONCERTS 8-15-12	225	43590	3173			\$1,400.00	\$1,400.00
CARROLL, KEVIN	SUMMER CONCERTS 7-18-2012	225	43590	3173			\$400.00	\$400.00
CATRON, CHRISTI	TBALL AGES 4 & 5	220	22040				\$42.00	\$42.00
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 05-04-12	101	21720				\$8,627.79	
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS:05-04-12	101	20420				\$103.25	\$103.25
CORBO, JAMES	SOFTBALL UMPIRE APRIL 24,25, MAY 1,2	225	43510	3190			\$152.00	\$152.00
FLEET FARM/GE CAPITAL RETAIL B	PARTS FOR Z-MOWERS	701	46500	2180			\$96.25	\$96.25
FLEET FARM/GE CAPITAL RETAIL B	PARTS FOR Z-MOWERS	701	46500	2220			\$66.25	\$66.25
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS:05-04-12	101	20418				\$5,610.00	\$5,610.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 05-04-12	101	20431				\$3,140.55	\$3,140.55
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.48	\$15.48
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.47	\$15.47
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$16.35	\$16.35
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$16.39	\$16.39
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.50	\$15.50
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$15.48	\$15.48
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$8.52	\$8.52
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591			\$19.99	\$19.99
HADENFELDT, LOREN	SUMMER CONCERTS 8-1-12	225	43590	3173			\$1,000.00	\$1,000.00
HAUCK, RACHEL	FACILITY REFUND	220	22040				\$250.00	\$250.00
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE:05-04-12	101	21750				\$5,495.72	\$5,495.72
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS:05-04-12	101	20430				\$290.00	\$290.00
JANSEN, LAWRENCE G.	SOFTBALL UMPIRE APRIL 23 & 30	225	43510	3190			\$92.00	\$92.00
JEDDELOH, JOE	SUMMER CONCERT 8-8-12	225	43590	3173			\$300.00	\$300.00
JENSEN, MICHAEL STERLING	SUMMER CONCERT 6-27-12	225	43590	3173			\$800.00	\$800.00
JEWELL, TED W.	SOFTBALL UMPIRE APRIL 25 & 26	225	43510	3190			\$92.00	\$92.00
JORGENSEN, KURT	SUMMER CONCERTS 7-25-12	225	43590	3173			\$750.00	\$750.00
KANSAS STATE BANK-GOVT FINANCE	CONTRACT LEASE PAYMENT/MAY 2012	220	43800	3960			\$1,089.00	\$1,089.00
KEHLER, JENNIFER	SUMMER CONCERT 6-13-2012	225	43590	3173			\$400.00	\$400.00
KUBIATOWICZ, ROSE	SUMMER CONCERT 6-13-12	225	43590	3173			\$300.00	\$300.00
LANE DESIGN GROUP, INC.	PAVILION SIGN DESIGN SERVICES	405	43710	5300			\$1,225.00	\$1,225.00
LEGARDE, CINDY	REIMBURSEMENT FOR PRESCHOOL SUPPLIES	225	43555	2170			\$74.20	\$74.20
LOFFLER	MAINTENANCE AND OVERAGE CHARGES	101	40200	3850			\$250.80	\$250.80
MALIKOWSKI, RODNEY P.	SOFTBALL UMPIRE APRIL 26	225	43510	3190			\$46.00	\$46.00
MALLOY, MONTAGUE, KARNOWSKI,	2011 AUDIT PROGRESS BILLING	101	40500	3190			\$783.20	\$1,780.00
		601	45050	3010			\$498.40	
		602	45550	3010			\$498.40	
MILLER, MARY DEE	SUMMER CONCERTS 7-11-12	225	43590	3173			\$400.00	\$400.00
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE:05-04-12	101	20435				\$209.00	
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB:05-04-12	101	20420				\$27.00	\$27.00
PARTY AMERICA CORPORATE OFFICE	DAZZLING DIVAS SUPPLIES	225	43580	2172			\$43.96	\$43.96
PASSUS-THAO, MONIQUE	FACILITY REFUND	220	22040				\$50.00	\$50.00
PETERSON FRAM & BERGMAN	MARCH 2012 LEGAL FEES	101	40600	3020			\$3,698.21	\$9,031.82
		101	40600	3030			\$5,291.61	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
PMA FINANCIAL NETWORK, INC	MARCH 2012 BANK FEES	101	40600	3040				\$42.00	
PORTER, DANIEL	SOFTBALL UMPIRE APRIL 23,26,30	101	40500	4890				\$137.37	
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS:05-04-12	225	43510	3190				\$122.00	\$122.00
RUGRODEN, JOHN L.	SOFTBALL UMPIRE APRIL 25 & MAY 2	101	21740					\$27,160.79	\$27,160.79
SAARION, CARL	SOFTBALL UMPIRE APRIL 24 & MAY 1	225	43510	3190				\$92.00	\$92.00
SCHMID, BRIAN	SOFTBALL UMPIRE APRIL 23 & 30	225	43510	3190				\$92.00	\$92.00
SPANGLER, KATHRYN ANN	SUMMER CONCERTS 7-18-12	225	43590	3173				\$125.00	\$125.00
SU, HONGTAO	TRACK- TURTLE 5TH GR	220	22040					\$50.00	\$50.00
TARGET COMMERCIAL INVOICE	SPECIAL EVENT SUPPLIES - DAZZLING DIVAS	225	43580	2172				\$35.40	\$35.40
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX:05-04-12	101	21710					\$20,471.59	\$48,547.56
		101	21730					\$21,954.15	
		101	21735					\$6,121.82	
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS:05-04-12	101	20420					\$99.00	
UPPER CUT TREE SERVICES	2 BLVD STUMPS W012-3	101	43900	3190				\$299.52	\$299.52
VANCO SERVICES	APRIL FITNESS INCENTIVE PROCESSING FEE	220	43800	3190				\$122.25	\$122.25
WELLS FARGO BANK	PAYING AGENT FEES 2011A COP'S	318	48500	6200				\$2,000.00	\$2,000.00
WILCOX, MARGARET	FACILITY REFUND	220	22040					\$50.00	\$50.00
XCEL ENERGY	ELECTRIC: LIFT STATIONS	602	45550	3610				\$597.93	\$597.93
Total of all invoices:								\$126,893.46	=====

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ABLE HOSE & RUBBER INC.	PARTS FOR Z-MOWERS	701	46500	2220				\$303.95	\$303.95
AGGRESSIVE INDUSTRIES, INC.	REPLACEMENT PARTS FOR PARK TRASH BARRELS	101	43710	2240				\$32.00	\$32.00
AID ELECTRIC CORPORATION	POWER ANALYZE BOOSTER 4	601	45050	3190				\$166.00	\$166.00
ALLEN, DEANNE	MINUTES - 4/2/12 CC	101	40200	3190				\$200.00	\$200.00
ALLEN, DEANNE	MINUTES - EDA 4/9/12	240	44400	3190				\$200.00	\$200.00
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970				\$45.74	\$182.94
		601	45050	3970				\$45.74	
		602	45550	3970				\$45.74	
		603	45850	3970				\$22.86	
		701	46500	3970				\$22.86	
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970				\$45.30	
		601	45050	3970				\$45.30	
		602	45550	3970				\$45.30	\$181.24
		603	45850	3970				\$22.67	
		701	46500	3970				\$22.67	
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970				\$46.16	\$184.64
		601	45050	3970				\$46.16	
		602	45550	3970				\$46.16	
		603	45850	3970				\$23.08	
		701	46500	3970				\$23.08	
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$2,055.61	
AMSAN BRISSMAN KENNEDY	HAND CLEANER FOR PARK SHOP	101	43710	2110				\$189.37	\$189.37
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$1,736.07	\$1,736.07
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$2,533.80	
ARAMARK REFRESHMENT SERVICES	COFFEE & SUPPLIES MAINTENANCE CENTER	701	46500	2183				\$303.47	\$303.47
AUTO PLUS	PARTS FOR S-1	701	46500	2220				\$47.44	\$47.44
AUTOMATIC SYSTEMS CO, INC	SERVICE BOOSTER 1	601	45050	3190				\$221.40	\$221.40
BARSNESS, KIRSTIN	APRIL 2012 CONSULTING	240	44400	3190				\$2,362.50	\$7,218.75
		101	22020					\$4,856.25	
BATTERIES PLUS	BATTERY FOR BEAR CAT BLOWER	701	46500	2220				\$40.17	\$40.17
BATTERIES PLUS	BATTERY FOR JD 4210	701	46500	2220				\$59.45	\$59.45
BEISSWENGERS HARDWARE	ELECTRICAL SWITCH FOR SCOREBOARDS	101	43710	2240				\$2.12	\$2.12
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240				\$11.93	\$11.93
BEISSWENGERS HARDWARE	PARTS FOR BOB-CAT	701	46500	2220				\$11.80	\$11.80
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240				\$11.31	\$11.31
BEISSWENGERS HARDWARE	HARDWARE TO INTALL DOG WALK AREAS	101	43710	2240				\$20.28	
BEISSWENGERS HARDWARE	HARDWARE TO ANCHOR BENCHES	101	43710	2240				\$5.12	\$5.12
BRADLEY & DEIKE, PA	CONSULTING	241	44500	3190				\$323.00	\$323.00
BRADLEY & DEIKE, PA	SOUTHVIEW SENIOR LIVING CONSULTING	101	22020					\$680.00	\$680.00
C & E HARDWARE	PARTS FOR MV-2	701	46500	2220				\$3.21	\$3.21
C & E HARDWARE	SUPPLIES	603	45850	2180				\$9.62	\$9.62
C & E HARDWARE	SPARE KEYS FOR S-1 SWEEPER	701	46500	2220				\$5.12	\$5.12
C & E HARDWARE	HOSE BARBS	701	46500	2180				\$10.89	\$10.89
C & E HARDWARE	SHOP SUPPLIES	701	46500	2180				\$5.98	
C & E HARDWARE	ROLLERS FOR CRACK SEALING	101	42200	2180				\$8.55	\$8.55
C & E HARDWARE	HOLE SAW	701	46500	2400				\$17.13	\$17.13
C & E HARDWARE	SAW BLADE	603	45850	2180				\$19.28	\$19.28
C & E HARDWARE	TUBING	601	45050	2280				\$9.33	\$9.33
C & E HARDWARE	ACID FOR BOOSTER	601	45050	2280				\$12.84	\$12.84
CATCO PARTS SERVICE	PARTS FOR BOB-CAT BROOM	701	46500	2220				\$145.30	\$145.30
CATCO PARTS SERVICE	PARTS FOR 207	701	46500	2220				\$7.42	\$7.42

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
CDW GOVERNMENT, INC	UPS BATTERY REPLACEMENT	101	40550	3860			\$212.49	\$212.49
CERTIFIED LABORATORIES	REPAIR SUPPLIES CC	220	43800	2240			\$197.56	\$197.56
COMMERCIAL DOOR SYSTEMS, INC	REPAIRS TO POOL PUMP ROOM DOOR	220	43800	3810			\$1,949.00	\$1,949.00
COMMERCIAL DOOR SYSTEMS, INC	REPLACEMENT ENGINEERING DOOR	220	43800	3810			\$1,768.00	\$1,768.00
COMMERCIAL FURNITURE SERVICES	REPAIRS TO CABINET LOCK CC	220	43800	3810			\$119.50	\$119.50
COMPLETE HEALTH, ENVIRONMENTAL	MTCE PLAN - APRIL 2012	101	40210	3190			\$610.00	\$610.00
CONTINENTAL RESEARCH CORPORATI	EQUIPMENT CLEANING SUPPLIES	701	46500	2180			\$531.75	\$531.75
CONTINENTAL RESEARCH CORPORATI	LIFT STATION AND WELL SUPPLIES	601	45050	2280			\$129.00	\$839.90
		602	45550	2282			\$710.90	
COORDINATED BUSINESS SYSTEMS	MITA LASER MAINTENANCE	101	40550	3860			\$233.63	\$233.63
DAVE'S SPORT SHOP	BASKETBALL NETS	101	43710	2240			\$51.36	\$51.36
FIBERGLASS LAMINATORS CO.	REPAIRS TO POOL FILTER TANK	220	43800	3810			\$800.00	\$800.00
GARELICK STEEL COMPANY	METAL TO MAKE DRAINS AT SITZER DUGOUTS	101	43710	2240			\$197.72	\$197.72
GARELICK STEEL COMPANY	ROUND TUBE FOR SAFETY SIGNS	101	42200	2180			\$37.41	\$37.41
GARELICK STEEL COMPANY	STEEL TO MAKE SOCCER GOAL ANCHORS	101	43710	2240			\$64.13	\$64.13
GOPHER STATE ONE-CALL	GOPHER ONE LOCATE CHARGE	601	45050	3190			\$137.44	
		602	45550	3190			\$137.44	\$549.75
		603	45850	3190			\$137.44	
		604	42600	3190			\$137.43	
GRAINGER, INC.	URINAL SCREENS	101	43710	2110			\$34.80	\$34.80
GRAINGER, INC.	MARKING PAINT TO LAYOUT SOCCER FIELDS	101	43710	2260			\$44.17	\$44.17
GRAINGER, INC.	MARKING PAINT TO LAYOUT SOCCER FIELDS	101	43710	2260			\$14.72	\$14.72
GRAINGER, INC.	SAFETY SUPPLIES	101	42200	2180			\$57.84	\$115.69
		603	45850	2180			\$57.85	
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240			\$36.26	
H & L MESABI, INC.	HARDENED SHOES FOR MILLING MACHINE	701	46500	2220			\$118.22	
H & L MESABI, INC.	CURB RUNNERS FOR PLOWS	701	46500	2180			\$743.86	\$743.86
H & L MESABI, INC.	MILLING BITS FOR MILLING MACHINE	701	46500	2220			\$453.96	\$453.96
HAMERNICK DECORATING, INC	SHADES FOR COCONUT COVE	220	43800	3810			\$1,560.00	\$1,560.00
HAWKINS, INC.	POOL & WHIRLPOOL CHEMICALS	220	43800	2160			\$1,090.14	\$1,090.14
HEWLETT-PACKARD COMPANY	PC REPLACEMENTS	422	40550	5800			\$434.93	\$434.93
HOTSY EQUIPMENT CO	HOSE FITTING FOR HOTSY WASHER	701	46500	2220			\$34.15	\$34.15
HUGO EQUIPMENT COMPANY	PARTS FOR MOWERS	701	46500	2220			\$448.23	\$448.23
HUGO EQUIPMENT COMPANY	PARTS FOR TORO PUSH MOWERS	701	46500	2220			\$246.03	\$246.03
IDENTITY STORES, LLC	RASH GUARDS (40)	225	43520	2170			\$740.85	\$740.85
INDELCO PLASTICS CORPORATION	REPAIR SUPPLIES CC	220	43800	2240			\$29.34	\$29.34
JEFF ELLIS & ASSOCIATES, INC	LIFEGUARD LICENSES	220	43800	3190			\$2,342.00	\$2,342.00
L T G POWER EQUIPMENT	PARTS FOR WEED WHIPS	701	46500	2220			\$22.26	\$22.26
LAKE JOHANNA FIRE DEPT	CONFERENCE AND RADIO ROOM CHAIRS	405	41200	3190			\$2,073.28	\$2,073.28
LEAGUE OF MINNESOTA CITIES	2012 DIRECTORY OF MN CITY OFFICIALS	101	40200	2180			\$54.74	\$54.74
LEXINGTON FLORAL	FUNERAL ARRANGEMENT-PHILIP	101	40200	4890			\$80.30	\$80.30
LILLIE SUBURBAN NEWSPAPERS INC	POOL COORDINATAR POSITION/2 WEEK RUN	101	40210	3360			\$492.00	\$492.00
MENARDS CASHWAY LUMBER **FRIDL	BROOM AND TOILET BRUSH FOR PAVILION	101	43710	2110			\$13.32	\$13.32
MENARDS CASHWAY LUMBER **FRIDL	LEAF AND TRASH BAGS	101	43710	2110			\$24.52	\$24.52
MENARDS CASHWAY LUMBER *MAPLEW	TRAFFIC COUNTER SUPPLIES	101	42200	2180			\$46.98	\$46.98
MFFD ST PAUL	FUEL ENHANCER CLEANER	701	46500	2130			\$1,130.20	\$1,130.20
MIDWEST CHILDREN'S RESOURCE CE	SHAKEN BABY HANDOUTS-SUPERSITTER	225	43580	2170			\$34.00	\$34.00
MIDWEST LOCK & SAFE INC	REPAIRS TO CC DOOR LOCKS	220	43800	3810			\$544.58	\$544.58
MINNCOR INDUSTRIES	CHAIR - SCHWERM	101	40200	2180			\$427.50	\$427.50
MODERN FENCE & CONST. INC.	NETTING FRAMEWORK THEISEN PARK	101	43710	3190			\$4,200.00	\$4,200.00
MODERN FENCE & CONST. INC.	NETTING FRAMEWORK MCCULLOUGH	101	43710	3190			\$2,100.00	\$2,100.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
MTI DISTRIBUTING, INC	PARTS FOR TORO BLOWER	701	46500	2220				\$103.48	\$103.48
MYERS TIRE SUPPLY COMPANY-MPLS	TIRE SUPPLIES	701	46500	2230				\$106.86	\$106.86
NAPA AUTO PARTS	DOOR PANEL RETAINERS	701	46500	2220				\$5.35	\$5.35
NAPA AUTO PARTS	PARTS FOR 306	701	46500	2220				\$111.92	\$111.92
NAPA AUTO PARTS	PARTS FOR 612	701	46500	2220				\$27.83	\$27.83
NAPA AUTO PARTS	SHOP SUPPLIES	701	46500	2180				\$11.72	\$11.72
NEOPOST USA INC.	POSTAGE MACHINE SUPPLIES/INK	101	40200	3220				\$158.53	\$158.53
NORTHERN ELECTRICAL CONTRACTOR	REPAIRS TO LIGHTING CC	220	43800	3810				\$626.05	\$626.05
NORTHERN ELECTRICAL CONTRACTOR	REPAIRS TO GYM STORAGE ROOM LIGHTING	220	43800	3810				\$1,900.00	\$1,900.00
NORTHERN ELECTRICAL CONTRACTOR	REPLACE HEAT CABLE IN SERVICE ALLEY CC	220	43800	3810				\$1,502.40	\$1,502.40
NORTHERN ELECTRICAL CONTRACTOR	REPLACE OUTLET IN POOL PUMP ROOM	220	43800	3810				\$147.54	\$147.54
NORTHERN ELECTRICAL CONTRACTOR	REPAIR DIMMER SWITCH COMMUNITY ROOM	220	43800	3810				\$120.00	\$120.00
NORTHERN ELECTRICAL CONTRACTOR	REPAIR PARKING LOT LIGHTS AT B THEISEN	101	43710	3190				\$120.00	\$120.00
O'DAY EQUIPMENT, LLC	SERVICE REPAIR OF FUEL SYSTEM	701	46500	3190				\$167.85	\$167.85
O'DAY EQUIPMENT, LLC	AIM II FUEL PARTS	701	46500	2180				\$340.91	\$340.91
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40200	2010				\$145.76	\$145.76
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40200	2010				\$10.41	\$135.69
		225	43580	2170				\$15.80	
		225	43555	2170				\$109.48	
OFFICE DEPOT	PLOTTER PAPER	101	40200	2010				\$60.62	
OFFICE DEPOT	CORD UNTANGLER	101	43400	2010				\$4.40	\$4.40
OFFICE DEPOT	LUNCHROOM SUPPLY	101	40500	2010				\$149.57	\$149.57
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	225	43580	2170				\$76.52	\$98.66
		701	46500	2180				\$22.14	
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	43400	2010				\$23.10	
		101	40200	2010				\$14.38	\$39.54
		601	45050	2010				\$2.06	
ON SITE SANITATION INC	BUCHER PARK UNITS	101	43710	3950				\$260.79	\$260.79
ON SITE SANITATION INC	COMMONS PARK UNITS	101	43710	3950				\$260.79	\$260.79
ON SITE SANITATION INC	LAKE JUDY PARK UNIT	101	43710	3950				\$122.91	\$122.91
ON SITE SANITATION INC	MCCULLOUGH PARK UNITS	101	43710	3950				\$275.76	\$275.76
ON SITE SANITATION INC	RICE CREEK FIELDS UNIT	101	43710	3950				\$45.96	\$45.96
ON SITE SANITATION INC	SHAMROCK PARK UNITS	101	43710	3950				\$260.79	\$260.79
ON SITE SANITATION INC	SITZER PARK UNITS	101	43710	3950				\$260.79	\$260.79
ON SITE SANITATION INC	THEISEN PARK UNIT	101	43710	3950				\$122.91	\$122.91
ON SITE SANITATION INC	SNAIL LAKE SCHOOL UNIT	101	43710	3950				\$76.65	\$76.65
ON SITE SANITATION INC	WILSON PARK UNITS	101	43710	3950				\$280.79	\$280.79
ORIENTAL TRADING COMPANY	SUMMER AND SPRING LESSON PRIZES	225	43520	2170				\$78.00	\$78.00
ORKIN EXTERMINATING CO., INC.	PEST CONTROL LARSON HOUSE	101	40800	3190				\$72.39	\$72.39
PARTSMASTER	CUT OFF WHEELS (SHOP SUPPLIES)	701	46500	2180				\$293.27	\$293.27
PARTSMASTER	SHOP SUPPLIES	701	46500	2180				\$122.04	\$122.04
PIONEER RIM & WHEEL CO.	PARTS FOR JD 5220	701	46500	2220				\$6.63	\$6.63
POSAVAD, GEORGE	REIMBURSEMENT TO RESIDENT FOR DAMAGES	568	47000	5900				\$146.80	\$146.80
POWER SYSTEMS	DUMBBELLS FOR GAR, BANDS FOR GRP FITNESS	225	43530	2170				\$854.39	\$854.39
PRESS PUBLICATIONS	ACCESS SHOREVIEW - MARCH 2012	101	40400	3390				\$270.30	\$270.30
PROGRESSIVE CONSULTING ENGINEE	DESIGN FEE - 2012 WATER SYSTEM IMP	443	47000	5910				\$6,469.50	\$6,469.50
PROPERTY PROPS	REVETS TO INSTALL FENCEGUARD	101	43710	2240				\$20.00	
RAMSEY COUNTY	911 SERVICES - APRIL 2012	101	41100	3198				\$8,062.67	\$8,062.67
RAMSEY COUNTY	FLEET SUPPORT FEE - APRIL 2012	101	41500	3890				\$24.96	\$24.96
RAMSEY COUNTY PROPERTY RECORDS	EMERGENCY COMMUNICATION RADIO USER FEE	701	46500	4330				\$134.16	\$134.16
REED'S SALES AND SERVICE	SMALL ENGINE PARTS	701	46500	2220				\$124.58	\$124.58

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
REED'S SALES AND SERVICE	GRINDER GUARD	701	46500	2180				\$31.37	\$31.37
REHBEIN'S BLACK DIRT	BLACK DIRT FOR PARKS	101	43710	2260				\$81.23	\$81.23
S & S TREE SPECIALISTS, INC	STUMP GRINDING AND CHIP REMOVAL	101	43710	3190				\$1,528.31	\$1,528.31
SCHINDLER ELEVATOR CORPORATION	ELEVATOR MAINTENANCE AGREEMENT	701	46500	3196				\$390.00	\$390.00
SGC HORIZON LLC	AD FOR BID 1- FLORAL/DEMAR/F PROJ 12-01	570	47000	5950				\$168.00	\$168.00
SGC HORIZON LLC	AD FOR BID 2- FLORAL/DEMAR/F PROJ 12-01	570	47000	5950				\$168.00	\$168.00
SHOREVIEW HISTORICAL SOCIETY	EARNINGS FROM VIDEO/BOOK SALES	101	22079		302			\$10.00	\$10.00
SHORT ELLIOTT HENDRICKSON, INC	OWASSO REALIGNMENT 09-12 ENG SERVICES	571	47000	5910				\$26,983.71	\$26,983.71
SIGNATURE AQUATICS, INC	REPAIRS TO POOL AUTOFILL	220	43800	3810				\$483.10	\$483.10
SIMPLEXGRINNELL LP	FIRE ALARM SYSTEM MONITORING	701	46500	3196				\$1,393.38	\$1,393.38
SIMPLEXGRINNELL LP	REPAIRS TO FIRE PANEL CC	220	43800	3810				\$921.83	\$921.83
SODA RESTORATION	REMOVE PEELING PAINT FROM BLEACHER SEATS	101	43710	3190				\$4,350.00	\$4,350.00
SPRINT	SERVICE 3/15 - 4/14/12	101	44300	3190				\$146.99	\$1,329.97
		601	45050	3190				\$300.00	
		101	40200	3210				\$882.98	
ST PAUL POLICE DEPARTMENT	ANNTENNA MOUNT FOR RADIO READS METERS	601	45050	2510				\$49.15	\$49.15
ST. PAUL STAMP WORKS, INCORPOR	NAME BADGE - WICKSTROM	101	40200	4890				\$19.18	\$19.18
ST. PAUL, CITY OF	ASPHALT	101	42200	2180				\$156.70	\$156.70
ST. PAUL, CITY OF	ASPHALT	101	42200	2180				\$78.35	\$78.35
STANLEY ACCESS, INC	REPAIRS TO CC SLIDING DOORS	220	43800	3810				\$346.66	\$346.66
T.A. SCHIFSKY & SONS, INCORPOR	ASPHALT FOR UTILITY REPAIRS	601	45050	2280				\$541.21	\$1,082.42
		602	45550	2280				\$541.21	
T.A. SCHIFSKY & SONS, INCORPOR	ASPHALT	101	42200	2180				\$157.06	\$157.06
T.A. SCHIFSKY & SONS, INCORPOR	ASPHALT FOR CURB REPAIRS	101	42200	2180				\$472.08	\$472.08
TARGET COMMERCIAL INVOICE	BASKETS, BABY DOLL, PINGPONG, ORGANIZER	220	43800	2200				\$21.00	\$102.81
		225	43520	2170				\$81.81	
TERMINAL SUPPLY CO	SHOP SUPPLIES	701	46500	2180				\$27.80	
TIVOLITOO, INC	REPAIRS TO FLOATABLES FOR POOL	220	43800	2240				\$1,224.75	\$1,224.75
TRI STATE BOBCAT, INC.	PARTS FOR S-630 BOB-CAT	701	46500	2220				\$10.88	\$10.88
TRI STATE BOBCAT, INC.	PARTS FOR BOB-CAT MILL	701	46500	2220				\$160.29	\$160.29
TRI STATE BOBCAT, INC.	PARTS FOR TOOLCAT MOWER	701	46500	2220				\$323.40	\$323.40
TRI TECH DISPENSING	ICE MAKER REPAIRS	701	46500	3196				\$148.75	\$281.12
		701	46500	2183				\$132.37	
TWIN CITY SAW & SERVICE CO	CHIPPING HELMETS	101	42200	2180				\$277.66	
TWIN SOURCE SUPPLY	BUILDING SUPPLIES	701	46500	2183				\$141.28	\$141.28
TWIN SOURCE SUPPLY	BUILDING SUPPLIES	701	46500	2183				\$74.31	\$74.31
UDOR USA	PARTS FOR FIELD LINER	701	46500	2220				\$187.17	\$187.17
VAN PAPER COMPANY	TOILET TISSUE FOR PAVILION AND RCF	101	43710	2110				\$143.91	
VERUS CORPORATION	CISCO WIRELESS CONTROLLER SMARTNET	101	40550	3860				\$908.44	\$908.44
VICTORY CORPS	REPAIR SUPPLIES - PARKS	101	43710	2240				\$46.89	\$46.89
VIKING INDUSTRIAL CENTER	CREW BOOTS CC	220	43800	2400				\$67.68	\$67.68
VIKING INDUSTRIAL CENTER	RUBBER BOOTS	101	43710	2180				\$33.75	\$33.75
W.D.LARSON COMPANIES LTD, INC.	FILTERS FOR STOCK	701	46500	2180				\$34.07	\$34.07
W.D.LARSON COMPANIES LTD, INC.	FILTERS FOR STOCK	701	46500	2180				\$10.67	\$10.67
YALE MECHANICAL INC	REPAIRS TO WATER HEATER PUMP CC	220	43800	3810				\$1,596.38	\$1,596.38
YALE MECHANICAL INC	CHILLER TRAINING	220	43800	3810				\$610.75	\$610.75
YALE MECHANICAL INC	REPAIR TO RPZ IN POOL PUMP ROOM	220	43800	3810				\$2,006.88	\$2,006.88
YALE MECHANICAL INC	REPLACE HOT WATER HEATER HEATING ELEMENT	101	43710	3190				\$516.29	\$516.29
YOCUM OIL COMPANY INC.	OFF ROAD DIESEL FUEL	701	46500	2120				\$1,726.70	\$1,726.70
YOCUM OIL COMPANY INC.	ON ROAD DIESEL FUEL	701	46500	2120				\$4,744.80	\$4,744.80
YOCUM OIL COMPANY INC.	UNLEADED GAS FOR MAINT CENTER	701	46500	2120				\$4,531.35	\$4,531.35

COUNCIL REPORT

[illegible]

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	27,258
Vendor number	00617 1 2012
Vendor name	SHORT ELLIOTT HENDRICKSON, INC.
Address	NW6262 PO BOX 1450 MINNEAPOLIS, MN 55485-6262

Date	Comment line on check	Invoice number	Amount
04-11-12	OWASSO REALIGNMENT 09-12 ENG SERVICES	255396	\$26,983.71

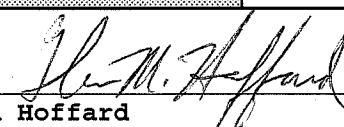
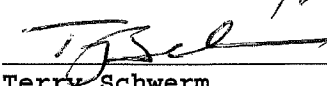
This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

☐ Purchase was made through the state's cooperative purchasing venture.

☐ Purchase was made through another source. The state's cooperative purchasing venture was considered.

☒ Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
571 47000 5910	\$26,983.71

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by: (signature required) Glen Hoffard	
Approved by: (signature required) Terry Schwerm	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000.
If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

LICENSE APPLICATIONS

Moved by Councilmember

Seconded by Councilmember

To approve the License Applications as listed on the attached report dated May 07, 2012.

ROLL CALL:

AYES

NAYS

Huffman

Quigley

Wickstrom

Withhart

Martin

May 07, 2012

Regular Council Meeting

CITY OF SHOREVIEW - LICENSE APPLICATIONS
May 07, 2012

<u>LICENSE #</u>	<u>BUSINESS NAME</u>	<u>TYPE</u>
12-00017	Precision Landscapes & Tree Inc.	Tree License
12-00018	J & S Tree Service Inc.	Tree License
12-00019	Mark Primeau Tree & Lawn Service	Tree License
12-00020	All Seasons Tree Service Inc	Tree License

The above licenses are recommended for approval:



License/Permit Clerk

PROPOSED MOTION

MOTION BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To adopt Resolution No. 12-32 approving the 2012 Supplemental Water Patrol Agreement with the Ramsey County Sheriff's Department for 192 hours in the amount of \$7,872.00.

ROLL CALL: AYES _____ NAYS _____

HUFFMAN _____

QUIGLEY _____

WICKSTROM _____

WITHHART _____

MARTIN _____

Regular Council Meeting
May 7, 2012

TO: MAYOR AND COUNCILMEMBERS

**FROM: TERRY SCHWERM
CITY MANAGER**

DATE: APRIL 25, 2012

SUBJECT: 2012 SUPPLEMENTAL WATER PATROL AGREEMENT

INTRODUCTION

The Ramsey County Sheriff's Department Water Patrol Unit has submitted a contract proposal for supplemental water patrol on Shoreview lakes. The contract specifies 192 hours of water patrol coverage at a cost of \$7,872.00, an hourly rate of \$41.00. These terms remain the same as in 2011. The proposed contract allows for water patrol coverage on Shoreview lakes each Saturday, Sunday and holidays between Memorial Day and Labor Day.

STAFF COMMENTS

The proposed contract is similar to the contract approved for the past several years. The cost is included in the budget.

RECOMMENDATION

Lake Regulations Committee

The Committee discussed the 2012 contract at their March meeting and recommended continuation of the contract with the Ramsey County Sheriff's Department. Committee members indicated that they appreciate the balance between "on the lake" time and time patrolling in the parking lot areas. They would like this balanced approach continued in 2012.

Staff

Staff recommends that the City Council adopt the attached Resolution No. 12-32 authorizing the Mayor and City Manager to execute the 2012 Supplemental Water Patrol Agreement.

AGREEMENT
FOR
SUPPLEMENTAL LAW ENFORCEMENT SERVICES

The COUNTY OF RAMSEY, hereinafter referred to as the "COUNTY" and the CITY OF SHOREVIEW, hereinafter referred to as the "CITY", enter into this Agreement for the period from May 1, 2012, through September 30, 2012.

WITNESSETH:

WHEREAS, pursuant to MINN. STAT. Chapter 86B, the Ramsey County Sheriff has the obligation to maintain a program of search, rescue, buoying or marking, patrol, removal of hazards to navigation, and inspection of watercraft relating to lake use ("Program Services"); and

WHEREAS, the COUNTY and the CITY desire to enter into a joint powers agreement pursuant to MINN. STAT. §471.59, to have the Ramsey County Sheriff's Office provide Program Services on the surface and shorelines of Island, Turtle, Snail, Owasso, and Wabasso Lakes;

NOW, THEREFORE, THE COUNTY AND THE CITY AGREE AS FOLLOWS:

1. The Ramsey County Sheriff shall provide Program Services, as well as enforcement of all applicable CITY ordinances relating to water safety and use (collectively, "Contract Services") to the CITY on the surface and shorelines of Island, Turtle, Snail, Owasso and Wabasso Lakes, to the extent and in the manner hereinafter set forth, in addition to the patrol and police services regularly provided.
2. The rendition of the Contract Services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain with the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder or the manner of performance of such service, the determination thereof made by the COUNTY shall be final and conclusive between the parties hereto.
3. The COUNTY agrees to provide trained uniformed deputies with proper equipment, identification, and communications on Island, Turtle, Snail, Owasso and Wabasso Lakes during all hours that Contract Services are provided by the Ramsey County Sheriff under this Agreement.
4. The number of hours of Contract Services to be provided during the Term of this Agreement shall be as follows:
Winter Patrol: zero (0) hours, Summer Patrol: One hundred ninety-two (192) hours. It is agreed that the schedule of days and hours of work shall be determined at the discretion of the Ramsey County Sheriff with emphasis being placed on weekends and holidays at the lakes with the highest number of users.
5. All Deputy Sheriffs, clerks, dispatchers and all other personnel performing duties pursuant to this Agreement shall at all times be considered employees of the COUNTY for all purposes. The supervision of said personnel shall remain under the control of the

Ramsey County Sheriff or other appropriate County officials and employees.

6. Except as otherwise provided, the CITY shall not be called upon to assume any liability for direct payment of any salaries, wages, tips, or other compensation to any COUNTY personnel performing Contract Services, and the COUNTY hereby assumes said liabilities.

7. Except as otherwise specified, the CITY shall not be liable for compensation or indemnity of any COUNTY employee for any injury or sickness arising out of their employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.

8. The CITY, its officials and employees, shall not be deemed to assume any liability for the intentional or negligent acts of the COUNTY or of any official or employee thereof, and the COUNTY shall hold the CITY, its officials, and employees harmless from, and shall defend them, against, any claim for damages arising out of the COUNTY's performance of Contract Services under this Agreement, subject to the limits of liability as set forth in Minn. Stat. Section 466.04.

9. The COUNTY, its officials and employees shall not be deemed to assume any liability for intentional or negligent acts of the CITY or of any official or employee thereof, and the CITY shall hold the COUNTY, its officials, and employees harmless from, and shall defend them against, any claim for damages arising out of the CITY's performance under this Agreement, subject to the limits of liability as set forth in Minn. Stat. Section 466.04.

10. The Ramsey County Sheriff's Office shall bill the CITY at the hourly rate of \$41.00 hourly in reimbursement for the cost of providing Contract Services under this Agreement and such billings shall be submitted at the end of the patrol season. Total billings for the 2012 summer Patrol coverage will not exceed \$7,872.00.

11. The CITY may increase the hours of coverage at the \$41.00 hourly rate by written amendment to this Agreement, signed by both parties.

12. It is understood that prosecutions for violations of ordinance or state statute, together with the disposition of all fines collected pursuant thereto, shall be in accordance with state laws and local ordinances.

13. The Contract Services identified in this Agreement shall be in addition to existing patrol coverage now provided by the Ramsey County Sheriff's Office.

14. Either party may terminate this Agreement upon fifteen (15) days written notice to the other party at any time during the term of this Agreement. Upon such termination, the Ramsey County Sheriff shall be paid for services actually rendered under this Agreement until the date of termination.

15. The Term of this Agreement will be May 1, 2012, through September 30, 2012.

16. Any alterations, variations, modifications, or waivers of provisions of this Agreement, shall only be made in the form of a written amendment to this Agreement signed by authorized representatives of the COUNTY and the CITY.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the last date written below.

COUNTY OF RAMSEY

CITY OF SHOREVIEW

By: _____
Julie Kleinschmidt
County Manager

By: _____
Print Name: _____
Its: _____

Date: _____

Date: _____

Approval Recommended:

Matt Bostrom
Ramsey County Sheriff

Karen Kushner
Asst. Ramsey County Attorney

Revenue Estimated \$ _____
Account No. _____

Budgeting & Accounting

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA**

HELD MAY 7, 2012

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on May 7, at 7:00 p.m.

The following members were present:

And the following members were absent:

Councilmember introduced the following resolution and moved its adoption.

RESOLUTION NO. 12-32

APPROVING THE 2012 SUPPLEMENTAL WATER PATROL CONTRACT

WHEREAS, the City Council has determined the need for supplemental water patrol services to ensure public safety and enjoyment of the City's lakes; and

WHEREAS, the Ramsey County Sheriff has the authority to patrol and enforce laws related to water safety and use; and

WHEREAS, the County and the City desire to enter into a joint powers agreement authorizing the Ramsey County Sheriff to assign water patrol personnel and equipment to patrol and police the surface and shorelines of Island, Turtle, Snail, Owasso and Wabasso Lakes in addition to routine water patrol activity.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SHOREVIEW, MINNESOTA, that the Mayor and City Manager are authorized to execute the proposed 2012 Agreement for Supplemental Law Enforcement Services providing for 192 hours of supplemental water patrol for a cost of \$7,872.00.

The motion of the foregoing resolution was duly seconded by Member and upon a vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 7th day of May, 2012.

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified City Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council on the 7th day of May, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates to the approval of the 2012 Supplemental Water Patrol Agreement with the Ramsey County Sheriff's Department.

WITNESS MY HAND officially as such City Manager and the corporate seal of the City of Shoreview, Minnesota this 7th day of May, 2012.

Terry C. Schwerm, City Manager

PROPOSED MOTION

MOTION BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve the grant agreement with the Minnesota Department of Natural Resources for Community Forest Bonding in the amount of \$127,200 for tree removal and replanting; and authorize the Mayor and City manager to execute this agreement.

ROLL CALL: AYES _____ **NAYS** _____

Huffman

Quigley

Wickstrom

Withhart

Martin

Regular City Council Meeting
May 7th, 2012

TO: Mayor, City Council, City Manager

FROM: Jessica Schaum, Environmental Officer

DATE: May 7th, 2012

SUBJECT: Authorizing the MN DNR Community Forest Bonding Grant Agreement for the 2012-2014 Funding Cycle

INTRODUCTION

The City recently applied and was awarded a grant from the Minnesota Department of Natural Resources to assist in the removal of ash trees and replanting efforts associated with Emerald Ash Borer in the Shamrock Park area. Formal approval of the grant agreement is required.

BACKGROUND

These funds will be used to remove trees on public property and plant diverse native species over the next two years. The funds come from the 2010 Bonding Bill by the MN Legislature, so funds must be utilized only on public property. Boulevards and parks within 1 mile of the original EAB infestation are eligible. The total grant amount available is \$127,200 and will specifically be utilized to cover plant materials, contractual services for tree and stump removal, educational materials, and planting supplies for new trees such as staking kits and mulch.

This grant is consistent with mitigation policies and replanting details in the City's adopted Emerald Ash Borer Management Plan. These grant funds will help the City mitigate the impact of the Emerald Ash Borer's (EAB) disruption to the urban forest.

RECOMMENDATION

It is recommended that the City Council approve the grant agreement with the Department of Natural Resources and authorize the Mayor and City Manager to execute the agreement.

Attachments:

- 1) Grant Agreement Contract and Grant Application

Minnesota Department of Natural Resources

500 Lafayette Road • St. Paul, MN • 55155-40__



March 21, 2012

City of Shoreview
Attn: Jessica Schaum
4600 Victoria Street N.
Shoreview, MN 55126

Dear Jessica Schaum:

Congratulations. Your application for a 2012-2014 Minnesota Community Forest Bonding Grant has been approved for \$127,200. Soon you will receive grant contract paperwork.

Your application's budget needs to be modified. Please amend your budget based on the following comments, and submit it with your signed grant contract.

- Need to decrease budget by \$2,800 because waterbags are an ineligible expense for grant funds.

This program is set up on a reimbursement basis. That is, you will receive the money for your bonding grant after you have completed the project. Any work started before receiving your fully executed grant contract will not be eligible for reimbursement. If you need partial payment in advance to purchase trees or pay contractual services, you'll need approval from DNR Forestry staff prior to submitting your request for an advanced partial payment. Your grant contract will describe this process in detail.

The Community Forest Bonding Grant recipient Web page at mndnr.gov/grants/forestmgmt/commforestbonding-recipient.html contains information to help you execute your grant.

Contact Ken Holman or Jennifer Teegarden for help with modifying your application and completing the grant contract paperwork.

Thanks for your contributions to the long-term management of your community's trees.

Sincerely,

A handwritten signature in black ink that reads 'Ken Holman'.

Community Forestry Coordinator
Ken.holman@state.mn.us
651-259-5269

A handwritten signature in black ink that reads 'Jennifer Teegarden'.

Forestry Outreach Specialist
Jennifer.teegarden@state.mn.us
651-259-5285



General Obligation Bond Proceeds

Grant Agreement for Tree Removal and Replanting or Planting for Diversity 2012-2014 Funding Cycle

THIS AGREEMENT shall be effective as of April 2, 2012 or upon the date that the final required signature is obtained by the State, pursuant to Minn. Stat. Sect. 16C.05, subd. 2, whichever occurs later, and shall remain in effect until June 30, 2014, or until all obligations set forth in this Grant Contract have been satisfactorily fulfilled, or the Grant Contract has been cancelled, whichever occurs first, and is between City of Shoreview, a political subdivision of the State of Minnesota (the "Public Entity"), and the Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155 (the "DNR").

RECITALS

A. The DNR has created and is operating a diseased shade tree removal and replacement program (the "State Program") under the authority granted by Laws 2010, ch. 189, subdiv. 12 (the "State Program Enabling Legislation"). Under the State Program, the recipients of a grant must use such funds for the planting of publicly owned shade trees on public land (Real Property) to provide environmental benefits; replace trees lost to forest pests, disease or storm; or to establish a more diverse community forest better able to withstand disease and forest pests.

B. Under the State Program, the DNR is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, Sec. 5(a) of the Minnesota Constitution.

C. The Public Entity submitted a grant application to the DNR (the "Grant Application") attached as **Attachment III** in which the Public Entity requested a grant from the State Program, the proceeds of which will be used for the purposes set forth in such grant application.

D. The Public Entity has been selected by the DNR for a receipt of a grant from the State Program in an amount of \$127,200.00 (the "Program Grant"), which proceeds must be used by the Public Entity to perform those functions and activities imposed by the DNR under the State Program and set forth in the Grant Application.

E. The Public Entity's receipt and use of the Program Grant to improve real property (the "Real Property") will cause the Public Entity's ownership interest in all of the Real Property to become "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and in the "Third Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget ("MMB") and dated August 26, 2010, as amended, even if such funds are being used to improve only a portion of the Real Property.

G. The Public Entity and the DNR desire to set forth herein the provisions relating to the granting and disbursement of the Program Grant to the Public Entity and the operation of the Real Property.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows:

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set forth below, unless the context specifically indicates otherwise:

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement for Tree Removal and Replanting.

“Certification” – if applicable, means a certification in the form attached as **Attachment IA**, in which the Public Entity acknowledges that its interest in all or part of the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner’s Order” - means the “Third Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of MMB and dated August 26, 2010, as amended.

“Declaration” - if applicable, means a declaration in the form attached as **Attachment IB**, indicating that the Public Entity’s ownership interest in the all or part of the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Event of Default” - means one or more of the events set forth in Section 2.05.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the Program Grant, and any bonds issued to refund or replace such bonds.

“Project” - means the Public Entity’s identification, removal, disposal of and replacement of dead or dying shade trees located on the Real Property that are lost to forest pests or disease.

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Ramsey, State of Minnesota, legally described in Exhibit A to the Certification attached as **Attachment IA** and/or generally described in Exhibit A to the Declaration attached as **Attachment IB**.

“Useful Life of the Real Property” - means 30 years.

Article II GRANT

Section 2.01 **Grant of Monies.** The DNR shall make the Program Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the DNR or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property must be owned by one or more public entities. Such ownership may be in the form of fee ownership and/or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the DNR that it has, or will acquire, a fee simple and/or an easement ownership interest in the Real Property, and, in addition, that it possesses, or will possess, all easements necessary for the operation, maintenance and management of the Real Property.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the Program Grant solely to reimburse itself for the planting of publicly owned shade trees on public land (Real Property) to provide environmental benefits; replace trees lost to forest pests, disease or storm; or to establish a more diverse community forest better able to withstand disease and forest pests, and may not use the Program Grant for any other purpose.

Section 2.04 **Public Entity Representations and Warranties.** The Public Entity represents and warrants to the DNR as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their terms.

E. It will comply with all of the terms and conditions of this Agreement and all other documents referred to herein.

F. It will comply with all of the provisions and requirements of Minn. Stat. Sec. 16A.695, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the DNR or the Commissioner of MMB relating to the Program Grant or the disbursement of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Certification and/or the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Certification and/or the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project has been or will be completed in full compliance with all applicable laws, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. It has complied with the matching funds requirement, if any, contained in Section 6.20.

N. It will not, without the prior written consent of the DNR and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property, whether such lien or encumbrance is superior or subordinate to the Declaration (if applicable).

O. It reasonably expects to possess the ownership interest in the Real Property described in Section 2.02 for the entire Useful Life of the Real Property, and it does not expect to sell such ownership interest.

P. It will supply whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

Q. For that portion of the Real Property (if any) as to which the State Entity or the Public Entity has received a waiver from MMB of the requirement that the Public Entity record a Declaration pursuant to Section 6.02(b) of the Commissioner's Order, the Public Entity will promptly execute a Certification and deliver a copy thereof to the DNR and to MMB (attention: Capital Budget Coordinator). For that portion of the Real Property (if any) as to which the Public Entity has not received a waiver from MMB of the requirement that it record a Declaration, it has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the DNR and to MMB that contains all of the recording information.

R. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the DNR or the Commissioner of MMB.

Section 2.05 Events of Default. The following events shall, unless waived in writing by the DNR and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the DNR or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the DNR and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any other document furnished pursuant to this Agreement, or in order to induce the DNR to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, condition, covenant, or warranty contained in this Agreement, the Certification and/or the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, condition, covenant, or warranty in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to provide and expend the full amount of the matching funds required for the Project, if any, under Section 6.20.

E. If the Public Entity fails to deliver the Certification and/or record and deliver the Declaration described in Section 2.04.Q.

Notwithstanding the foregoing, any of the events set forth above that cannot be cured shall, unless waived in writing by the DNR and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the DNR or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.06 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the DNR, the DNR or the Commissioner of MMB may enforce any or all of the following remedies.

A. The DNR may refrain from disbursing the Program Grant; provided, however, the DNR may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the

Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the DNR or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the DNR or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision of this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the DNR and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.07 Notification of Event of Default. The Public Entity shall furnish to the DNR and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.08 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.10 and at the end of its term in accordance with Section 2.09.

Section 2.09 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property to the date on which the Real Property is first used for the operation of the Governmental Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property from the effect of this Agreement and the Declaration, if any.

Section 2.10 Modification and/or Early Termination of Grant. If the full amount of the Program Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, or such later date to which the Public Entity and the DNR may agree in writing, then the DNR's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such date, then the DNR's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate, and (ii) if some but not all of the Program Grant has been disbursed by such date, then the DNR shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect.

This Agreement shall also terminate upon the Public Entity's sale of its ownership interest in the Real Property in accordance with the provisions of Article III and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with Article III, or upon the termination of Public Entity's ownership interest in the Real Property if such ownership interest is by way of an easement. Upon such termination the DNR shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property, from the effect of this Agreement, the Certification and/or the Declaration.

Section 2.11 **Excess Funds.** If the full amount of the Program Grant and matching funds referred to in Section 6.20 (if any) are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

Article III SALE

The Public Entity shall not sell any part of its ownership interest in the Real Property unless all of the following have been complied with fully: (i) the sale is made as authorized by law, (ii) the sale is for fair market value (as defined in the Commissioner's Order), and (iii) the written consent of the Commissioner of MMB has been obtained. The proceeds of any such sale shall be distributed as set forth in Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

Article IV COMPLIANCE WITH MINN. STAT. SEC. 16A.695 AND THE COMMISSIONER'S ORDER

Section 4.01 **State Bond Financed Property.** The Public Entity and the DNR acknowledge and agree that the Public Entity's ownership interest in the Real Property is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property.

Section 4.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the GO Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty, that could cause the interest on the GO Bonds to no longer be tax exempt and upon

direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 4.03 Changes to Minn. Stat. Section 16A.695 or the Commissioner's Order. If the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the DNR shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property from Minn. Stat. Sec. 16A.695 or the Commissioner's Order.

Article V

DISBURSEMENT OF GRANT PROCEEDS

Section 5.01 Disbursement of Grant. Upon compliance with all of the conditions set forth in Section 5.02, the DNR shall disburse the Program Grant to the Public Entity in one lump sum. The DNR's obligation to disburse any of the Program Grant shall terminate as of the date specified in such Section even if the entire Program Grant has not been disbursed by such date.

The Program Grant shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the DNR and the Commissioner of MMB.

Section 5.02 Conditions Precedent to Disbursement of Grant. The obligation of the DNR to disburse the Program Grant to the Public Entity is subject to the following conditions precedent:

A. The DNR shall have received a request for disbursement of the Program Grant specifying the amount of funds being requested, which such amount shall not exceed the amount of the Program Grant set forth in Recital D.

B. The DNR shall have received a duly executed Certification and/or Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The DNR shall have received evidence acceptable to the DNR that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement, the Certification and/or the Declaration, and (ii) this Agreement, the Certification and/or the Declaration are binding on and enforceable against the Public Entity.

D. The DNR shall have received evidence acceptable to the DNR that the Public Entity has completely paid for the Project and all other expenses that may occur in conjunction therewith.

E. The DNR shall have received evidence acceptable to the DNR that the Public Entity is in compliance with the matching funds requirements in Section 6.20, if any, and that all of such matching funds have been expended for the Project.

F. The DNR shall have received evidence acceptable to the DNR that all required permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

G. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

H. The Public Entity has supplied to the DNR all other items that the DNR may reasonably require.

Article VI MISCELLANEOUS

Section 6.01 Condemnation. If after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned, any condemnation proceeds which are not used to acquire an interest in additional real property needed by the Public Entity to continue its use of the remaining Real Property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the condemned portion of the Public Entity's ownership interest in the Real Property had been sold. If the Public Entity elects to sell its ownership interest in the remaining portion of the Real Property, such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of the condemnation proceeds referred to herein, the DNR agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation proceeds it receives so that the Public Entity can comply with the requirements of this Section.

Section 6.02 Record Keeping and Reporting. The Public Entity shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the Project needed to comply with the requirements of this Agreement, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the DNR, auditors for the DNR, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit or copy all of such items.

The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such items for a period of 6 years from the date that the Project is fully completed.

Section 6.03 Inspections by DNR. Upon reasonable request by the DNR and without interfering with the normal use of the Real Property, the Public Entity shall allow the DNR to inspect the Real Property.

Section 6.04 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the Program Grant or the Project to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minn. Stat. Chapter 13.

Section 6.05 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, and it shall fully comply with all of the provisions contained in Minn. Stat. Chapters 363A and 181.

Section 6.06 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182 with respect to the Project.

Section 6.07 Antitrust Claims. The Public Entity hereby assigns to the DNR and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project, and operation or management of the Real Property that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 6.08 Legislative Notification. Prior to beginning work on the Project, the Public Entity shall notify the Chairs of the Minnesota State Senate Finance Committee, the Minnesota House of Representatives Capital Investment Committee and the Minnesota House of Representatives Ways and Means Committee that the work to be performed is ready to begin.

Section 6.09 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Minn. Stat. Chapter 177, and specifically those provisions contained in Minn. Stat. Secs. 177.41 through 177.435 with respect to the Project.

Section 6.10 Liability. The Public Entity and the DNR agree that they will be responsible for their own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of the DNR and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as such term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of such Chapter 466.

Section 6.11 Relationship of the Parties. Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the DNR, or the Commissioner of MMB, nor shall the Public Entity be considered to be an agent, representative, or employee of the DNR, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property.

The Public Entity represents that it has already or will secure all personnel required for the performance of this Agreement and the Project. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement and the Project shall have no contractual relationship with the DNR, the Commissioner of MMB, or the State of Minnesota and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out

of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the DNR, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the DNR, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 6.12 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of Shoreview
4600 Victoria Street N.
Shoreview, MN 55126
Attention: Jessica Schaum

To the DNR at:

Minnesota Department of Natural Resources
Division of Forestry
500 Lafayette Road
St. Paul, MN 55155-4044
Attention: Ken Holman, Community Forest Program Coordinator

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 6.13 Binding Effect and Assignment or Modification. This Agreement and the Certification and/or the Declaration shall be binding upon and inure to the benefit of the Public Entity and the DNR, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the DNR may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Certification and/or the Declaration shall be binding on either the Public Entity or the DNR unless such change or modification is in writing and signed by an authorized official of the party or against which such change or modification is to be imposed.

Section 6.14 Waiver. Neither the failure by the Public Entity, the DNR, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the DNR, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as

waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the DNR, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 6.15 Entire Agreement. This Agreement, the Certification and/or the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the DNR, and there are no other agreements, either oral or written, between the Public Entity and the DNR on the subject matter hereof.

Section 6.16 Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Certification and/or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 6.17 Severability. If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 6.18 Time of Essence. Time is of the essence with respect to all of the matters contained in this Agreement.

Section 6.19 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 6.20 Matching Funds. The Public Entity must obtain and supply the following matching funds for the Project: NONE.

Section 6.21 Source and Use of Funds. The Public Entity represents to the DNR and the Commissioner of MMB that **Attachment II** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment II** correctly and accurately delineates the following information.

- A. The total cost of the Project.
- B. The source and amount of all funds needed to complete the Project, including:
 - (i) State funds including the Program Grant,
 - (ii) Matching funds,
 - (iii) Other funds supplied by the Public Entity,
 - (iv) Loans, identifying each such loan and all collateral pledged for repayment of each such loan and
 - (v) Other funds.
- C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses (that is, project expenses paid before the effective date of this Agreement) that are to be reimbursed and paid from proceeds of the Program Grant may only be included as a source of funds and included in **Attachment II** if such items have been approved, in writing, by the Commissioner of MMB. If any of the funds included under the source of funds have conditions precedent to the release of such funds, the Public Entity must provide to the DNR and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the DNR or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment II**.

Section 6.22 **Third-Party Beneficiary.** The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the DNR and the State of Minnesota. Therefore, the State of Minnesota, by and through the Commissioner of MMB, is a third-party beneficiary of this Agreement.

Section 6.23 **Public Entity Tasks.** Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 6.24 **DNR and Commissioner Required Acts and Approvals.** The DNR and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 6.25 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Governor's Executive Order 08-01 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order and impose a similar requirement in any Use Agreement to which it is a party.

Section 6.26 **Additional Requirements.** The Public Entity and the DNR agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control:

Required documents:

Updated Community Forestry or Shade Tree Ordinance
Annual Maintenance Plan for Public Trees

One of the following must accompany the two required documents:

Community EAB Preparedness Plan
Or

Community Forest Management Plan, including EAB preparedness, annual tree maintenance and public education components.

IN TESTIMONY HEREOF, the Public Entity and the DNR have executed this General Obligation Bond Proceeds Grant Agreement for Tree Removal and Replanting or Planting for Diversity under the diseased shade tree removal and replacement program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

City of Shoreview,
a political subdivision of the State of Minnesota

By: _____
Name: _____
Its: _____

Dated: _____

By: _____
Name: _____
Its: _____

Dated: _____

STATE ENTITY:

DEPARTMENT OF NATURAL RESOURCES

By: _____
Name: Wayne Damerow
Its: Assistant Director, Division of Forestry

Dated: _____

ENCUMBERED:

Sonia Ontiveros
Accounting Officer Senior

Dated: 04/24/2012

SWIFT Contract # 45295

SWIFT PO # 3-17476

ATTACHEMENT IA

CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned has a fee simple and/or easement interest in the real property located in the County of Ramsey, State of Minnesota that is generally described or illustrated graphically in **Exhibit A** attached and all facilities situated thereon (the "Restricted Property") and acknowledges that the Restricted Property is State bond-financed property. The undersigned acknowledges that:

- A. The Restricted Property is state bond financed property within the meaning of Minn. Stat. Sec. 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget;
- B. The Restricted Property is subject to the provisions of the General Obligation Bond Proceeds Grant Agreement for Tree Removal and Replanting or Planting for Diversity between the Department of Natural Resources and City of Shoreview dated April 9th 2012, and
- C. The Restricted Property shall continue to be deemed state bond financed property for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: April 9th 2012

City of Shoreview,
a political subdivision of the State of Minnesota

By: T.C. Schwerm
Name: Terry C. Schwerm
Title: City Manager

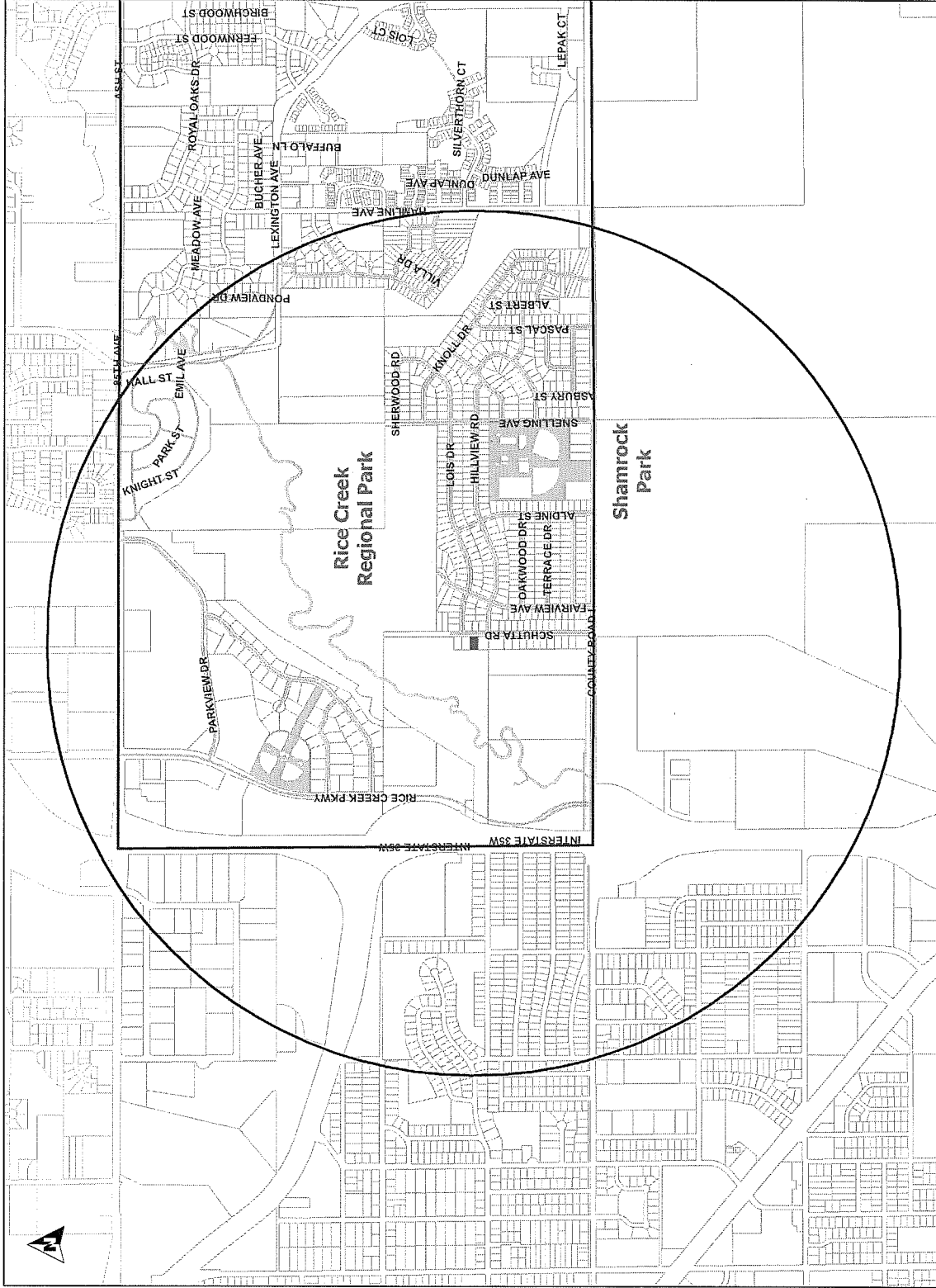
By: _____
Name: _____
Title: _____

Exhibit A to Certification






GENERAL DESCRIPTION OF RESTRICTED PROPERTY

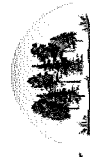
[Insert a narrative or graphic description of the Restricted Property. It need not be a legal description.]*

please see attached map



Legend

-  Shoreview boundary
-  1mile buffer
-  EAB positive trees
-  Property Boundaries
-  City of Shoreview
-  Ramsey County



Shoreview

January 2012

1 Miles

0.5

0

City of Shoreview 2012-2014 Community Forest Bonding Grant Project

City of Shoreview,
a political subdivision of the State of Minnesota

By: T.C. Schwer
Name: Terry C. Schwer
Title: City Manager

Dated: April 12, 2012

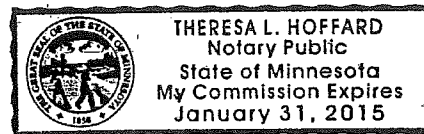
STATE OF MINNESOTA)
) ss:
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 12th day of April,
2012, by Terry Schwer, the City Manager of Shoreview, a political
subdivision of the State of Minnesota.

Theresa L. Hoffard
Notary Public

This instrument was drafted by:

Ken Holman
Community Forest Program Coordinator
Minnesota Department of Natural Resources
Division of Forestry
500 Lafayette Road
St. Paul, MN 55155-4044



ATTACHMENT IB

DECLARATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned has the following interest in the real property located in the County of Ramsey, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively referred to as the "Restricted Property"):

(Check the appropriate box.)



a fee simple title, or



an easement,

and as owner of such fee title or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in the General Obligation Bond Proceeds Grant Agreement for Tree Removal and Replanting or Planting for Diversity between the Department of Natural Resources and City of Shoreview dated April 9th 2012 (the "G.O. Grant Agreement").

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Property Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released there from by way of a written release in recordable form signed by both the Commissioner of the Department of Natural Resources and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

LEGAL DESCRIPTION OF RESTRICTED PROPERTY

[Insert a legal description of the property where the Program Grant will be used.]

Shamrock Park:

Parcel ID 043023440045

Tax Description SECTION 4 TOWN 30 RANGE 23 EX W 235 FT OF S 350 FT; THE W 15 ACRES OF E 30 ACRES OF SE 1/4 OF SE 1/4 (SUBJ TO RD & ESMTS) OF SEC 4 TN 30 RN 23

Plat Name SECTION 4 TOWN 30 RANGE 23

Parcel ID 043023440002

Tax Description SECTION 4 TOWN 30 RANGE 23 EX N 372 FT OF E 372 FT & EX S 298 FT; THE E 15 ACRES OF SE 1/4 OF SE 1/4 IN SEC 4 TN 30 RN 23

Plat Name SECTION 4 TOWN 30 RANGE 23

Parcel ID 043023440001

Tax Description SECTION 4 TOWN 30 RANGE 23 N 372 FT OF E 372 FT OF SE 1/4 OF SE 1/4 SUBJ TO RD IN SEC 4 TN 30 RN 23

Plat Name SECTION 4 TOWN 30 RANGE 23

Shoreview Ball Fields:

Parcel ID 043023230003

Address 5880 Rice Creek Parkway

Tax Description RICE CREEK CORPORATE PARK PARK

Plat Name RICE CREEK CORPORATE PARK

ATTACHMENT II

SOURCE AND USE OF FUNDS FOR THE PROJECT

Source of Funds		Use of Funds	
Identify Source of Funds	Amount	Identify Items	Amount
State GO Funds		Items Paid for with	
Program Grant	\$ 127,200	Program Grant Funds	
		Contractual services	\$ 100,000
Other State Funds		Plant stock	\$ 27,000
	\$	Planting materials, mulch	\$ 200
	\$		
	\$	Subtotal	\$ 127,200
Subtotal	\$		
		Items Paid for with	
Matching Funds		Non-Program Grant Funds	
City General Fund - Forestry	\$ 65,000	contractual services	\$ 50,000
	\$	plant stock	\$ 5,000
Subtotal	\$	planting materials, mulch	\$ 1,000
		Subtotal	\$ 56,000
Other Public Entity Funds			
	\$		
	\$		
Subtotal			
Loans			
	\$		
	\$		
Subtotal	\$		
Other Funds			
	\$		
	\$		
Subtotal	\$		
Prepaid Project Expenses			
Equipment	\$ 300,000		
Education + other	\$ 1,600		
Subtotal	\$ 301,600		
TOTAL FUNDS	\$ 439,800	TOTAL PROJECT COSTS	\$ 549,600

ATTACHMENT III
GRANT APPLICATION



2010 to 2014 Community Forest Bonding Grant Application

Coversheet

Please refer to the *Guidelines* when completing the application. This form is also available on the DNR website: <http://www.dnr.state.mn.us/grants/forestmgmt/commforestbondgrant/index.html>

Applicant Information

Application Date: February 2012

Organization: City of Shoreview

Project coordinator: Jessica Schaum Title Environmental Officer

Address: 4600 Victoria Ave North City, State, Zip Shoreview, MN 55126

Phone: office 651-490-4665 cell _____ Fax: 651-490-4696

Email: jschaum@shoreviewmn.gov

Additional Project Coordinators/Technical Advisors: (List names, organization/agency and phone)

Eligibility (check one): ☒ City ☐ Township ☐ County ☐ Park & Recreation Board in city of First Class

Has your organization received a DNR Community Forest Bonding grant? ☒ No ☐ Yes, when? _____

For cities or townships only. Is your community a Tree City USA? ☒ No ☐ Yes

Project Title: Reforestation Shoreview the Diverse Way

Summary Statement—Please give a 2-3 sentence summary of your overall project.

Shoreview will maintain canopy coverage and increase tree diversity in the wake of EAB's destruction. The City will first remove declining or suspect trees in and around the 1 mile zone and then repopulate the area with a variety of native species. Boulevards within the 1 mile zone contain large established ash trees but are sparsely populated with any young public trees. Educating residents about the importance of diversity during replanting will help Shoreview's forests thrive for years to come.

Project location (county, city, site): Ramsey, Shoreview, Shamrock Park and surrounding neighborhoods

Start date: Summer 2012 Expected completion date: Fall 2014

Budget Summary

Type of Fund	\$ Amount
Non-state cash contributions (not required)	56,000.00
Non-state in-kind contributions (not required)	366,600.00
Ash Tree Removal grant requested	90,000.00
Tree Planting grant requested	37,200.00
TOTAL PROJECT COSTS:	549,800.00

Authorization

I certify this information is valid and factual as described in this application and that all costs are eligible under the DNR Community Forest Bonding Grant Guidelines.

Name: Terry Schwerm Title: City Manager

Signature: _____ Date signed: _____

Project Questions

Please answer the following questions on separate pages. Limit to 2 pages. You may reproduce these questions on your computer. Refer to the *Guidelines* to better understand how projects will be evaluated.

1. **Organization applying (e.g. City of Shoreview, Reforesting Shoreview the Diverse Way) and Project Title.**
2. **Project Purpose**—In what ways will your project meet the needs of the community forest resources? Explain how the project will benefit and enhance the community and why you feel your project should receive funding.
3. **Project Location Description**—Describe the site location(s) of the project in detail along with special characteristics such as soil composition.
4. **Document Public Ownership**— Certification and/or Declaration of Bond-financed Property documents will need to be included when the Grant Agreement is signed and returned to DNR, but are NOT required with the project application. We do recommend including a map of the project area. See the **Project Timeline** section of the Guidelines for details.
5. **Project Goals**—What are the project's goals and objectives for each grant category applying for? 1. Planting for diversity, replacing trees lost to storm(s). 2. Removal and replacement of EAB-infested ash trees.
6. **Methods**—What will be developed, produced, performed and implemented—who will be responsible for these activities and when will they occur? Include any educational outreach efforts, owork with volunteers, and especially the technical plans and practices.
7. **Personnel**—Describe the names, titles, qualifications and project role for all staff and technical partners involved. Describe the roles of volunteers involved and training to be provided.
8. **Maintenance and Management Plan**
 - A. Upon completion, what are your plans for long-term maintenance of trees planted, and monitoring and management of insect and disease pests? Include how, when and by whom activities will be accomplished. For any tree planting project, you must provide a summary of at least a 3-year maintenance plan.*
 - B. What is the community doing to build capacity towards long-term management of this project or a community forestry program independent of state funding? Describe any existing management plans.*

*Note: Please see **Required Local Program Components** in the Guidelines for documents that are due upon completion of the grant project. Those documents should be included with the **Final Report and Invoice form**.







Tree Planting List

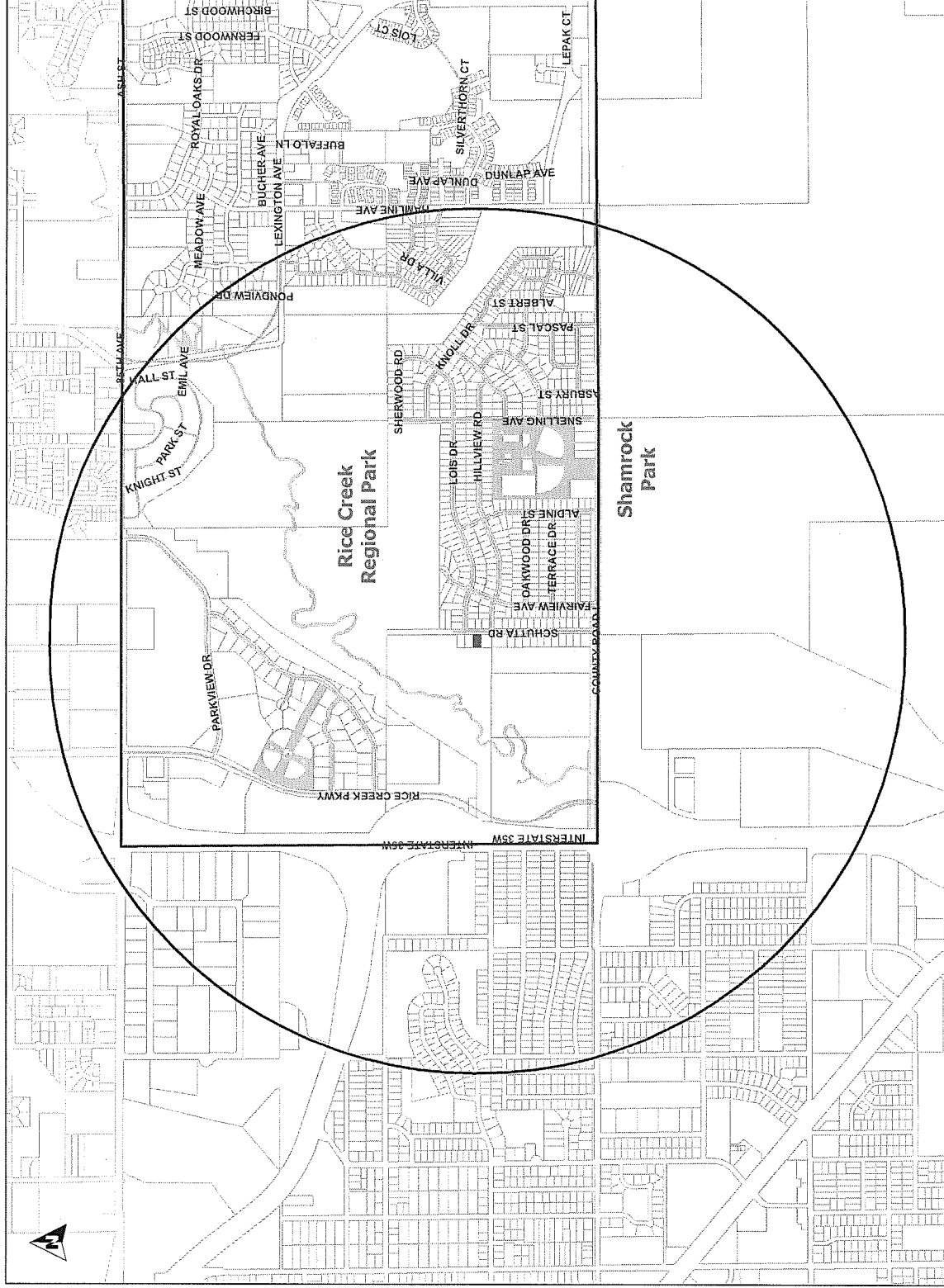
Only fill out this table if you are doing tree planting as part of your project. If you need additional space, an additional sheet may be included (1 page limit). Please refer to: Approved Native Planting Stock List.

Tree Stock Source(s): _____

QTY	Species (Common & Scientific Name)	Size & Type (B&B, bare root or container-grown)
	please see attached	
0	<< Total number of trees (Use 1 additional sheet if needed)	

Legend

-  Shoreview boundary
-  1 mile buffer
-  EAB positive trees
-  Property Boundaries
-  City of Shoreview
-  Ramsey County



1 Miles

0.5

0

City of Shoreview 2012-2014 Community Forest Bonding Grant Project



Shoreview

January 2012

Project Budget Breakdown

Please refer to the *Guidelines* for eligible and ineligible expenses. Highlighted areas are ineligible expenses.
Please attach a Budget Narrative with details of Contractual Services, Equipment and "Other" costs. (limit 1 page).

ITEM (specify type and source)	In-kind Match	Cash Match	Bonding Grant Funds	Total
Public Ash Tree Removal Budget (See "Know EAB-Infested Areas Map" for eligible public lands.)				
Personnel:(No grant funds can be used for grantee personnel)	50000	0		50000
Contractual Services: Briefly describe in Budget Narrative. (see Eligible Costs)		50000	90000	140000
Grantee-owned, lease or rental equipment use. Match only. (no grant funds for equipment use)	225000	0		0
Education costs. Match only.	100	0		100
Other. Briefly describe in Budget Narrative.(see Eligible Costs in Guidelines):	0	0	0	0
Public Ash Tree Removal Sub Totals	275,100.00	50,000.00	90,000.00	190,100.00

Public Tree Planting Budget (storms or infested ash replacement and planting for diversity)				
Personnel: (No grant funds can be used for grantee personnel)	15000	0		15000
Plant Stock (trees only):	0	5000	27000	32000
Grantee-owned, lease or rental equipment use. Match only. (no grant funds for equipment use)	75000	0		0
Contractual Services: Briefly describe in Budget Narrative. (see Eligible Costs)		0	10000	10000
Education costs. Match only. (workshops, publications, etc)	500	0		500
Other. Briefly describe in Budget Narrative.(see Eligible Costs in Guidelines):	1000	1000	200	2200
Public Tree Planting Sub Totals	91,500.00	6,000.00	37,200.00	59,700.00
TOTALS for both project types Must equal amounts in p.1 Budget Summary	366,600.00	56,000.00	127,200.00	249,800.00

Application Check-off:

Mail the original and 3 copies of the following:

Completed and signed application form

Attached pages: Answers to project questions (2 page limit), budget narrative (1 page limit), extra tree planting list (1 page limit), and optional map (1 page limit)

Applications must be received by 4:30 pm, Friday, February 17, 2012.

Mail to:

2012-14 Community Forest Bonding Grants
Minnesota DNR, Division of Forestry, Box 44
500 Lafayette Road
St. Paul, MN 55155-4044

Project Questions

1. **Organization applying (e.g. City of Shoreview; Reforesting Shoreview the Diverse Way) and Project Title.**
2. **Project Purpose—In what ways will your project meet the needs of the community forest resources? Explain how the project will benefit and enhance the community and why you feel your project should receive funding.**

The City feels that due to recent EAB infestation and its unexpected timing, this opportunity will help take the cost burden off of City residents and help the City maintain and support a healthy and diverse tree canopy in the affected area. This grant will help offset Forestry program funds that could be used in other neighborhoods and Park lands. Both residents and wildlife would benefit from additional habitat, shade, and infiltration which native trees offer. Many boulevards within 1 mile of the infestation area contain large, established ash trees, and are lacking young boulevard trees at the same time. The City will focus on removing infested or declining ash trees, not eliminating them entirely. This project presents a unique opportunity to replant a variety of trees in aging neighborhoods in order to replenish the tree canopy as disrupted by EAB.

3. **Project Location Description—Describe the site location(s) of the project in detail along with special characteristics such as soil composition.**

Within one mile of the infestation site in Shoreview, the City owns Shamrock Park—filled with mature oaks and a natural pond surrounded by a variety of trees. In addition, the Park includes baseball fields, a soccer field, trails, skating rinks, and playgrounds. The impressive stand of established oak trees could be enhanced with young oak trees, other species, and new plantings spread throughout the Park.

Residentially, there are both older single family homes and a newer townhome development, (with 710 total residential parcels located within the 1 mile radius). The neighborhoods East of Shamrock Park have an abundance of mature ash trees planted in boulevard areas, which likely occurred in the wake of Dutch elm disease. The project area contains both A and D soils and the entire area is within the Rice Creek Watershed District. Ramsey County also owns a large portion of property—the Rice Creek North Regional Park (No tree removal or replanting will occur within this area as part of this project).

4. **Document Public Ownership-. Certification and/or Declaration of Bond-financed Property documents will need to be included when the Grant Agreement is signed and returned to DNR, but are NOT required with the project application. We do recommend including a map of the project area. See the Project Timeline section of the Guidelines for details.**

Please see Map – all dark green areas represent City of Shoreview – Parks and boulevards.

5. **Project Goals—What are the project's goals and objectives for each grant category applying for?**

**Our goal is to educate residents on the importance of timely removals and diverse reforestation efforts*

**To remove declining and EAB infested ash trees on public property*

**To repopulate boulevards with a variety of native species*

6. **Methods—What will be developed, produced, performed and implemented—who will be responsible for these activities and when will they occur? Include any educational outreach efforts, or work with volunteers, and especially the technical plans and practices.**

An EAB Management Plan and a comprehensive update to the Shade Tree Management Ordinance is currently under review by the City Council and is scheduled for final approval on March 19th, 2012. Ordinance updates include adding EAB and future pests or diseases to be covered under the Shade Tree Management code, and allow for their abatement. The Management Plan will help mitigate EAB's disruption to the urban forest in a proactive and balanced approach. Residents are able to treat boulevard trees using the trunk injection method by a licensed contractor. The Plan also outlines constant education and communication with residents via City

publications, the City website, electronic displays, and social media for keeping residents up to date. The Environmental Officer will be responsible for developing and producing materials to share with residents that may be impacted by EAB and for properties with newly planted boulevard trees. These materials will also be available to hand out at City events and be accessible online.

7. Personnel—Describe the names, titles, qualifications and project role for all staff and technical partners involved. Describe the roles of volunteers involved and training to be provided.

Environmental Officer— Jessica Schaum, certified tree inspector. Direct Shade Tree Management for the City, administer entire Forestry program and this project if funded, and oversee volunteers.

Additional staff trained for tree removal, planting, and maintenance (Also certified tree inspectors) - Pat Dunn (Streets Supervisor), Dan Curley (Public Works Superintendent), Mike Shaughnessy, Eric Rydeen, Sean Vesel, Brad Martinez, Brian Maidl, Dave Thury, Ron Westlund, Jerry Hoppe.

Volunteer for technical assistance— Mike Prouty – Shoreview Environmental Quality Committee Member. Currently serves at the Executive Director of the Great Lakes Forest Alliance, worked for the U.S. Forest Service for 33 years. Over his career, Mr. Prouty worked in the Pacific Northwest, the Intermountain West, Washington DC, and the Midwest. In his last position with the Forest Service, Mr. Prouty oversaw a field office of 30 staff that provided technical assistance to State forestry organizations and private forest owners in seven Midwest States.

8. Maintenance and Management Plan

A. Upon completion, what are your plans for long-term maintenance of trees planted, and monitoring and management of insect and disease pests? Include how, when and by whom activities will be accomplished. For any tree planting project, you must provide a summary of at least a 3-year maintenance plan.

In the first year, the Environmental Officer will survey potential planting sites and prioritize planting locations and species. Tree guards will be in place on all newly planted trees to protect them against damage, and waterbags will be available. The care ranging from planting, watering, pruning and staking, and disease/pest control for all project trees will be completed by both the Environmental Officer and assisting staff. During the growing season, weekly inspections will occur the first year, and bi-weekly the second and third. Inspections will indicate how the tree(s) are doing and if any action is needed. City crews are responsible for maintaining all equipment, supplies, and disposing of hazardous trees, tree wastes and leaves.

B. What is the community doing to build capacity towards long-term management of this project or a community forestry program independent of state funding? Describe any existing management plans.
Shoreview's EAB Management Plan scheduled for City Council action in March 2012 will guide response to EAB infestations and removals. The Plan also contains a reforestation component where the 10-20-30 rule of plantings will apply. The Shade Tree Management Ordinance will allow for any future pest or disease to be covered and abated in a similar manner. The City is currently researching tree inventories and would like to offer workshops or trainings for volunteers to assist in these efforts.

The City is fortunate to have a wide range of cross-trained staff. This staff will continue its annual tree maintenance schedule and will include removals and additional plantings provided by this grant. In order to maximize education efforts around EAB awareness and native plantings, the Forestry program will conduct outreach to residents, children in schools, at the City's Slice of Shoreview summer event, and via standard publication outlets.

9. Tree Planting List

Please see attached list on next page.

Proposed Tree Planting List 2012-2014					
Common & Scientific Name	QTY Species	Size & Type	QTY Species	Size & Type (larger size)	Total Trees
Eastern Hemlock, <i>Tsuga canadensis</i>	5	#25 cont	-		5
Eastern Redcedar, <i>Juniperus virginiana</i>	10	5'BB	-		10
Red Pine, <i>Pinus resinosa</i>	10	6' BB	-		10
Allegheny Serviceberry, <i>Amelanchier laevis</i>	5	#10	10	#25 cont clump	15
River Birch, <i>Betula nigra</i>	10	#10 cont	10	#25 cont clump	20
Paper Birch, <i>Betula papyrifera</i>	10	2" BB tree	10	8" BB Clump	20
Prairie Crabapple, <i>Malus ioensis</i>	10	#10 cont	15	2" BB	25
Pagoda dogwood, <i>Cornus alternifolia</i>	10	#10 cont clump	5	5' BB clump	15
Hackberry, <i>Celtis occidentalis</i>	10	#10 cont	5	#25 cont	15
Ironwood, <i>Ostrya virginiana</i>	10	#10 cont	5	1.5" BB	15
Basswood, <i>Tilia americana</i>	10	2"	-		10
Bur Oak, <i>Quercus macrocarpa</i>	10	#10 cont	5	2" BB	15
Swamp White Oak, <i>Quercus bicolor</i>	10	#10 cont	5	2" BB	15
Quaking Aspen, <i>Populus tremuloides</i>	5	#10 cont clump	10	#20 cont clump	15
Total Trees	125		80		205

Tree stock sources: Bachmann's Nursery and Bailey's Nursery

10. Budget narrative

Public Ash Tree Removal Budget

Personnel: Environmental Officer and City crew's forestry portion of salary and benefits for overseeing the program and providing tree removal for approximately \$50,000. (Environmental officer - \$25,000, and 2-3 crew members x \$30/hour salary and benefits for about 3 hours/ tree)

Contractual Services: The 1 mile infested area contains 710 parcels – the City estimated that half of these properties contain boulevard ash trees and that half of the ash trees in this area may be infested in the next two years ($710 \times .25 = 178$ trees x \$1,000 ave tree and stump removal = \$178,000) The City expects to remove approximately half of the trees and hire out a contractor for the other half if awarded funds, for approximately \$90,000. The City's current budget to hire contractors for this work is \$50,000.

Equipment use: The City owns a bucket truck, chipper, saws, trucks and trailers, the City's in-kind match for this machinery and equipment use at \$225,000.

Education costs: Printing of materials for residents with impacted properties.

Other: No other funds are requested.

Total bonding grant request for tree removal: \$90,000

Public Tree Planting Budget

Personnel: Environmental Officer portion of salary and benefits for overseeing the program and providing tree planting personnel. Approximately 2 crew members at a combined \$60/hour per 1 hour/tree planting = \$15,000 in-kind match.

Plant Stock: The City's budget for plantings is \$5,000 and bonding grant needs are approximately \$27,000 based off of the attached tree planting list and cost estimates from nurseries. The City hopes to plant around 200 trees of varying sizes in Shamrock Park and in boulevards.

Equipment use: The City owns skid steers to transport the balled and burlapped or container-grown trees, truck and trailers, auger, water transportation trucks, and associated planting equipment, amounting to approximately \$75,000 for the City's in-kind match for each planting event.

Contractual Services: The City intends to plant trees within Shamrock Park and some boulevards but would like the ability to contract for additional boulevard plantings in the amount of \$10,000.

Education Costs: Printing of materials for residents with a new tree as part of the grant – refreshments for a public meeting to announce the project's intentions and benefits if awarded, ongoing homeowner education on tree care.

Other: The City will purchase tree guards, staking kits, compost and dirt to amend the soil where necessary, and mulch for newly planted trees amounting to \$200. The City can match a portion of these costs but is requesting funds to help cover these costs associated with project plantings.

Total bonding grant request for tree planting: \$37,200

Total bonding grant request for Reforesting Shoreview the Diverse Way project: \$127,200

PROPOSED MOTION

MOTION BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To authorize participation in the Urban Land Institute's Regional Indicators Initiative.

ROLL CALL: AYES _____ **NAYS** _____

Huffman

Quigley

Wickstrom

Withhart

Martin

Regular City Council Meeting
May 7th, 2012

TO: Mayor, City Council, City Manager

FROM: Jessica Schaum, Environmental Officer

DATE: May 7th, 2012

SUBJECT: Support the Urban Land Institute's Regional Indicators Initiative.

INTRODUCTION

The City has been invited to participate in the Regional Council of Mayor's (RCM) Regional Indicators Initiative, a program supported by the Urban Land Institute. This program involves measuring actual citywide environmental metrics and outcomes, something that no group or entity is currently measuring at the community-wide scale.

BACKGROUND

The Urban Land Institute started a pilot program with the cities of St. Louis Park, Edina, and Falcon Heights to measure and study energy use from 2008-2011. The pilot was successful at collecting data for each city and has plans to present this information to the RCM.

At this time the Regional Council of Mayors is inviting additional interested cities to pledge support and consider future financial support. It is estimated that the City will be asked to commit \$2,500 to participate in the program. The RCM is currently seeking grant funds from the MN Department of Commerce and the MN Pollution Control Agency to help fund the program.

The program's scope of work involves a consultant team to collect the last three years of data for benchmarking and then training City staff to collect the data in future years. Data needed includes topics like energy, water, waste, and vehicle miles traveled. These metrics can be normalized over population or jobs, which can be presented easily as gallons of water used/person/day or pounds of waste/person/day. Information can also be obtained and compared across different sectors – such as residential versus commercial or industrial users. These units can show where targets, education, or best management practices may be used to lower environmental impact.

The Environmental Quality Committee reviewed the program at their April 23rd, 2012 meeting and made a recommendation to the City Council that the City participate in the Regional Indicators Initiative. The Committee felt that this program is consistent with the steps Shoreview has already taken, and would be helpful to actually measure the impact of the City's efforts towards environmental sustainability.

RECOMMENDATION

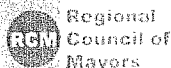
It is recommended that the City Council support the Regional Indicators Initiative.

Attachments:

- 1) Regional Indicators Initiative Program Interest Form



Minnesota



Regional Indicators Initiative

Program Interest Form

February 2012

OVERVIEW

What started as the "Pilot within a Pilot" with the cities of St. Louis Park, Edina and Falcon Heights is now named the "Regional Indicators Initiative". We have an opportunity to support a broader study of our region's energy use. **We are inviting all interested cities in the Regional Council of Mayors (RCM) to participate.** We need to raise additional funds to support this effort, however, your interest will help us do that. The financial commitment from each participating city would be \$2,500. However, at this time, we are only asking whether you are interested in participating. We will not collect funds until all the money to support the initiative has been raised. We currently have submitted requests to the Department of Commerce, the MPCA and we expect to submit to the Energy Foundation. We are cautiously optimistic. But your interest matters!

The initiative involves measuring actual citywide environmental metrics outcomes. This will benefit the cities because the resulting analysis will:

- Deepen the understanding of opportunities to save energy and money.
- Assist in promoting public understanding of the cities' effects on climate change.
- Inform subsequent analyses, plans, and policy decisions by the cities and others.
- Serve as a model for other cities.

SCOPE OF WORK

The consultant team will do the following:

- Collect the last three years of data for benchmarking.
- Train the city staff to collect data for the next year.
- Evaluate the specific best management practices (BMP) selected by each city and correlate them to the outcomes being measured.
- Produce a final report that measures each metric individually, e.g., kBTUs, gallons, vehicle miles traveled, water, as well tons of carbon equivalent.

The City agrees to provide the following to ULI MN in support of the Regional Indicators Initiative and in exchange for the services provided above.

- Each city will contribute \$2500 to support project costs.
- City staff will support and assist the ULI MN staff and consultant team in collecting information, coordinating City meetings, and providing guidance for the completion of services outlined above.
- The City will participate in sharing results and lessons learned to inform and shape the Regional Indicators Initiative program as administered by the Minnesota Pollution Control Agency.

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To award the quote for waterslide refurbishment to Signature Aquatics in the amount of \$36,519.19.

ROLL CALL:	AYES _____	NAYS _____
HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

Regular Council Meeting
May 7, 2012

TO: MAYOR AND COUNCILMEMBERS

**FROM: MICHELLE MAJKOZAK, COMMUNITY CENTER GENERAL MANAGER
DIANA BUCK, AQUATICS SUPERVISOR**

DATE: APRIL 26, 2012

SUBJECT: AWARD OF QUOTE—WATERSLIDE REFURBISHMENT

INTRODUCTION

The City Council's adopted Capital Improvement Program includes the refurbishment of the waterslide in the Tropics Indoor Waterpark. The City Council is being asked to award the quote for this work.

BACKGROUND

The current Shark Attack waterslide in the Tropics Indoor Waterpark is scheduled for a major refurbishment in 2012. This waterslide was originally installed in 2004 and has required only minor maintenance since the original installation. In 2010, a new light and sound system was added to the slide that has greatly increased its popularity. This slide currently accommodates nearly 200,000 rides each year.

The refurbishment is expected to improve the slide surface by filling of the joints between each section of the slide thereby creating a smoother surface for slide users. This process will also reduce the amount of leaking water that currently occurs at these joints. In past years, contractors have needed to caulk the joint seams to reduce the amount of water leaking from the slide. In addition, the slide surface will also be gel-coated which extends the surface life of the slide.

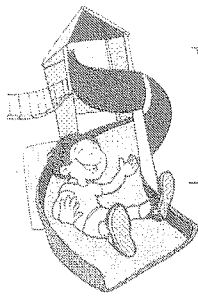
Staff solicited two quotes for this work as detailed below:

<u>Company</u>	<u>Quote</u>
Signature Aquatics	\$36,519.19
Webber Recreational Design, Inc.	\$44,994.38

Based on the quotes received for this work, staff is recommending that the waterslide refurbishing be awarded to Signature Aquatics in the amount of \$36,519.19. The estimated project cost in the Capital Improvement Program was \$37,000. Staff has worked with Signature Aquatics on other projects in the pool and they have performed well. The work will be performed during the annual pool shutdown in September.

RECOMMENDATION

Based on the foregoing information, it is recommended that the City Council award the quote for waterslide refurbishment to Signature Aquatics in the amount of \$36,519.19.



Webber Recreational Design, Inc.

1442 Brooke Court · Hastings, MN 55033-3266
(651) 438-3630 · Fax: (651) 438-3939
(800) 677-5153
www.webberrec.com

April 10, 2012

City of Shoreview
ATTN: Diana Buck
4580 Victoria Street
Shoreview, MN 55126

Dear Diana,

Below is the quote for the refurbishment of the Shoreview waterslide.

Sealing of all seams and re gel coating of the lower sliding surface of the slide	\$ 42,100.00
6.875% MN Sales Tax	<u>2,894.38</u>
Total Waterslide Resurfacing Project and Sales Tax	\$ 44,994.38

Please contact me with any questions you might have about the project.

Sincerely,

Jay Webber
WEBBER RECREATIONAL DESIGN Inc.

Signature Aquatics

info@signatureaquatics.com
www.signatureaquatics.com

PO Box 677 • 124th Street Ave. E.
Palano, MN 55429

Estimate

Date	Estimate #
02/16/2012	1158
Exp. Date	
03/16/2012	

Address

Diana Buck
Shoreview Community Center
4580 Victoria St
Shoreview, MN 55126

Ship To

Diana Buck
Shoreview Community Center
4580 Victoria St
Shoreview, MN 55126

Rep

Ben Schaffer

Date	Activity	Quantity	Rate	Amount
02/16/2012	<p>Complete water slide work on the existing enclosed water slide</p> <ul style="list-style-type: none"> -Based on 226' long 36" enclosed fiberglass waterslide -Seal all waterslide flume joints -Completed prep work and re-coat the bottom half of the waterslide -This will create a seamless ride on the bottom portion of the waterslide -This does not include any work to the exterior of the slide -Coating to be best match to the existing color 	1	34,170.00	34,170.00T
<p>This estimate is good for 30 days. Excludes all permits, fees and taxes. Excludes electrical, gas and venting. Proposals exceeding \$10,000 require 50% payment with signed proposal. Balance is net 10 days.</p>		SubTotal		\$34,170.00
		Tax (6.875%)		\$2,349.19
		Total		\$36,519.19

Accepted By:

Accepted Date:

Estimate 1158, 02/16/2012

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve the quote from Wally's Upholstery in the amount of \$38,874.60 for refurbishment of the banquet room chairs.

ROLL CALL:	AYES _____	NAYS _____
HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

Regular Council Meeting
May 7, 2012

TO: MAYOR AND COUNCILMEMBERS

**FROM: TERRY SCHWERM
CITY MANAGER**

DATE: MAY 1, 2012

SUBJECT: AWARD OF QUOTE—REFURBISH BANQUET CHAIRS

INTRODUCTION

The 2012 Capital Improvement Program includes a project for refurbishing the banquet chairs that are used in the Shoreview Room and Richard Wedell Community Room. The Council is being asked to approve the quote for this project.

BACKGROUND

The City has approximately 620 banquet room chairs that are used in the Shoreview Room and Richard Wedell Community Room. These chairs were originally purchased following the Community Center expansion in 2002. These chairs are heavily used and are stacked/unstacked on a regular basis for cleaning the rooms. The chair frames and seatbacks are generally in good condition, but the seat cushions are in poor condition with many rips and tears due to the stacking/unstacking frequency.

Rather than replacing the entire chair, staff solicited quotes for refurbishing the seat cushion on all of the chairs. As part of the refurbishment, the contractor will be slightly modifying the plywood base of the seat which should reduce the ripping/tearing of the cushions during stacking/unstacking. The seat will then be reupholstered with a stain resistant commercial grade fabric that compliments the existing seatback.

Listed below are the quotes that were received for this project:

<u>Company</u>	<u>Quote</u>
Commercial Furniture Service	\$75,042.28
Wally's Upholstery	\$38,874.60

Staff is recommending that the City Council authorize hiring Wally's Upholstery for this project. The Capital Improvement Program allocated \$40,000 for this project. It is anticipated that the contractor will only take between 50-100 chairs at a time to perform this work to minimize disruption of our current rentals.

RECOMMENDATION

Based on the foregoing information, it is recommended that the City Council approve the quote from Wally's Upholstery in the amount of \$38,874.60 for refurbishment of the banquet room chairs.



COMMERCIAL FURNITURE SERVICES

4301 Highway 7, St. Louis Park, MN 55416 • 952-922-6683 • www.cfsmn.com

January 31, 2012

Ms. Michelle Majkozak
City of Shoreview
4580 Victoria Street North
Shoreview, MN 55126

CFS PROPOSAL FOR CITY OF SHOREVIEW / FALCON CHAIR RE-UPHOLSTERY

Dear Ms. Majkozak:

Thank you for the opportunity for Commercial Furniture Services, Inc. ("CFS") to provide a quote our reupholstery. This proposal is for the re-upholstery of the seats for the Falcon stacker chairs used in Shoreview's meeting rooms.

This proposal is based on the City of Shoreview removing the seats from the chairs and providing/delivering them to CFS to be re-upholstered, and then picking them up at CFS upon completion. While looking at these chairs on January 24th, it became apparent that the wood frame of the cushion was larger than the chair frame and also did not have any protective padding between the rough cut plywood and the vinyl fabric on the cushion. Consequently in the stacking process the metal legs would hit the wood and vinyl with the eventual wearing through/tearing the upholstery covering. Therefore, CFS has recommended and is basing our proposal on the following process:

- A. Removing existing fabric and cutting down the plywood to the proper size.
- B. Covering the rough cut edge of the plywood in the front corners with protective padding.
- C. Lastly, covering the cushions in the fabric of choice per the City of Shoreview.

The cost to provide these service are as follows:

Estimated Labor	\$ 75.00
Fabric Allowance (\$51 per yd) .75 yd per cushion	<u>\$ 38.25</u>
Total	\$113.25 Each

I have made a call to the local Falcon representative to see what a new cushion would cost, assuming it would be less, and am still waiting for that pricing, however, we would have no reason to believe that Falcon would make the replacement cushion any different size than it is presently. The next option would be purchasing a new chair and I am thinking that may be a viable choice and should be able to get one for around the same price.

Please contact me at 952.915.6364 or by email at jim.good@cfsmn.com with any questions you may have.

Sincerely,

Jim Good
Sales Representative

70,215.00

CFS PROPOSAL FOR CITY OF SHOREVIEW / FALCON CHAIR RE-UPHOLSTERY

Parameters

All of the following parameters apply unless otherwise noted in this proposal.

1. All terms and conditions in this proposal are predicated on Timeliness and Ease of Access. Additional charges to the client shall be incurred if others prevent CFS from performing in a timely manner or causing a project delay. Also, additional charges shall be incurred if access is not available at agreed times and places, other than those delays caused by CFS.
2. CFS will move or install the product detailed on attached list.
3. Product will either be sent directly to the job site or received at CFS as indicated in the proposal. If received at CFS, we will inspect, store and deliver it to the job site.
4. The product to complete the installation will arrive in a timely manner and there will be adequate storage and/or staging area space at the job site. Insufficient staging areas could result in higher charges.
5. Accurate prints will be available and a client representative will be on site to answer questions.
6. All preliminary work will be completed and your company will be ready for the move and on time per our moving instructions.
7. Electronic equipment (computers, printers, copiers, phones, etc.) must be prepped and disconnected by the owner or authorized equipment representative. CFS will not be responsible for damages to equipment not properly prepped or disconnected, nor for moving laptop computers.
8. Any and all electrical work will be done by a licensed electrician provided by client or its contractor; this includes panel to panel connections. This proposal does not include the cost of any necessary electrician's services.
9. Client will make all building arrangements so that CFS has security clearance, exclusive use of a dock and/or entrance and at least one elevator.
10. Client will be responsible for having a dumpster on site and for the removal of all trash.
11. Documentation, bids, design and blueprints provided by CFS remain our property until point of sale.
12. Standard labor rates are \$47.00 per man per hour if performed during regular hours (straight time), \$60.00 per man per hour if performed after hours (4:30 p.m. to 7:00 a.m. weekdays and all day Saturday - overtime) and \$94.00 per man per hour if performed on Sunday (double time).
13. All changes outside the original requirements of this project must be approved by an authorized representative of the client before CFS will proceed. This work will be billed at our prevailing rates. A walk-through of the project will occur within three days of project completion. At that time, client representative will compile a punch list of uncompleted and/or additional work which must be done to finish the project. This work will be divided into three categories: 1) Work to be completed by CFS at their cost as part of the basic bid, 2) Work billed to the client for change orders or additional work requests. This will be invoiced separately from the original bid, or 3) Work billed to or assigned to others due to their or the client's request. This will be invoiced separately from the original bid.
14. Client will indemnify and hold harmless CFS, Inc. against all claims, damages, losses and expenses including, but not limited to, reasonable attorney's fees to the extent caused by client's breach of this agreement and/or the negligence of any of its subcontractors, agents or employees.
15. Product is sold "as is - where is" unless otherwise noted, and rental policies are shown in the CFS Rental Agreement, Terms and Conditions.
16. If needed, CFS can provide the following:
 - Book boxes @ \$1.50 each (tape lid 16"W x 13"H x 13"D) price includes packing tape.
 - Banker style boxes @ \$2.00 each (fold over lid 20"W x 10"H x 12"D) price includes packing tape.
 - Used book boxes @ \$1.00 each, if available

CFS PROPOSAL FOR CITY OF SHOREVIEW / FALCON CHAIR RE-UPHOLSTERY

Used banker boxes @ \$1.40 each, if available

Labels @ \$15.00 per roll of 500

Tax and delivery at our regular labor rates apply to all items.

17. The prices quoted are guaranteed for two weeks and are dependent upon the availability of the furniture quoted. Prices do not include delivery, installation or sales tax unless specified.

18. Payment terms on all invoices are 50% down upon written acceptance of proposal. The terms on any remaining balances are "Net 10 Days". 2% per month will be charged on all balances over 30 days.

ACCEPTANCE OF PROPOSAL

Acceptance of this proposal is subject to completion of a credit application, and our subsequent review and approval of that credit application by our credit department for the amount of credit desired. At our discretion, we may require a security agreement and/or a personal guaranty to complete this proposal.

In connection with the attached proposal for product and services, client ("Debtor") hereby authorizes Commercial Furniture Services, Inc. ("Secured Party") to file a financing statement (The "Financing Statement") naming Debtor as "debtor" and indicating the following collateral: [All product and services listed in the attached proposal]. The secured party may file the Financing Statement in all offices it deems appropriate.

I have read and understand the aforementioned parameters

Name: _____ Title: _____

Signature: _____ Date: _____

Please return by mail, fax or email to:

Commercial Furniture Services

Attn: Jim Good

4301 Highway 7

St Louis Park MN 55416

Fax: 952.922.4025

jim.good@cfsmn.com



Estimate

Date	Estimate #
1/19/2012	148

Upholstery of all kinds
Wally Nicholson 4547 Birch Bend Lane
Office: 651-426-1790 Vadnais Heights, MN 55127
Fax: 651 653-4893 E-mail: wallysupholstery@comcast.net
www.wallysupholstery.com

Name / Address
Shoreview Com Center 4580 Victoria ST N Shoreview MN 55126

Project
620 banquet chairs seats

Description	Qty	Rate	Total
Fabric and supplies for banquet chair seats Maharam 464830 Trait 016 Eclipse		10,176.00	10,176.00T
shipping charge on goods		99.00	99.00
Labor to reupholster 620 seats covers only on chairs reusing existing foam		27,900.00	27,900.00
If foam needs to be replaced they would run 8.99 for each seat additional			

		Subtotal	\$38,175.00
Non refundable deposit required on all orders Balance due on delivery or pick up. In case of cancellation, customer forfeits deposit. Not responsible for loss or damage to items left for service in case of fire, theft or any other cause beyond our control. Items not picked up within 3 days of being notified of completion will be charged a daily storage fee. After 30 days it will be disposed of or sold. Final bill may be higher due to unforeseen damage/repairs/supplies that may be necessary.		Sales Tax (6.875%)	\$699.60
		Total	\$38,874.60

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To adopt Ordinance No. 892 revising the City tobacco regulations and authorizing the publication of an ordinance summary.

ROLL CALL:	AYES	NAYS
HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

Regular Council Meeting
May 7, 2012

TO: MAYOR AND COUNCILMEMBERS

FROM: TERRY SCHWERM
CITY MANAGER

DATE: MAY 2, 2012

SUBJECT: AMENDMENT TO TOBACCO REGULATIONS

INTRODUCTION

The City Council has received several complaints regarding the impacts of secondhand smoke from a tobacco shop in a retail center. Based on these complaints, the Council asked that staff schedule a review of the City's tobacco regulations at a workshop meeting. After reviewing the tobacco regulations at its April workshop meeting, the City Council requested that the staff update the City's tobacco licensing ordinance to reflect a model ordinance that had been drafted by the Public Health Law Center and League of Minnesota Cities. An updated tobacco licensing ordinance has been prepared for consideration by the Council.

BACKGROUND

After receiving complaints regarding secondhand smoke, staff contacted Katie Engman from the North Suburban Tobacco Compliance Project to obtain information regarding the practice of "tobacco sampling" that is allowed in tobacco shops.

Staff learned that there is an exception in State law that allows tobacco shops that derive more than 90% of their revenue from tobacco sales and have an exterior entrance are permitted to "sample" tobacco products. It was also discovered that cities can adopt more stringent regulations than State law pertaining to secondhand smoke. According to Ms. Engman, several metro area cities including Falcon Heights, Golden Valley, Hopkins, Little Canada, Maplewood, Roseville, St. Anthony, and White Bear Township have adopted ordinances that prohibit the sampling of tobacco in all retail establishments.

In addition to concerns about secondhand smoke impacts, these cities were also concerned about the potential for "hookah bars or lounges" opening in their cities. Hookah is a form of flavored tobacco that is typically smoked through a water pipe. These establishments have been expanding in the Twin Cities area and are typically frequented by young adults. The practice of smoking hookah tobacco is allowed under the same "tobacco sampling" provision in State law. Attached is some background information regarding the health impacts of "hookah" tobacco.

In order to effectively address these issues, Ms. Engman recommended that the City consider updating its ordinance using a model ordinance that had been developed by the Public Health Law Center and League of Minnesota Cities. This ordinance removes the exception in State law regarding “tobacco sampling”, but also updates the definition section of the ordinance. At the workshop meeting, the Council asked that staff draft and update the City’s tobacco licensing regulations to reflect much of the model ordinance.

PROPOSED ORDINANCE

The prepared draft ordinance includes many of the provisions of our existing tobacco licensing regulations. Significant changes include the following:

- Tobacco licenses and renewals would now be approved by the City Council. Previously, tobacco licenses and renewals were processed administratively by City staff.
- The definition of tobacco was strengthened and expanded.
- Prohibits the sale of “loosies” or single cigarettes.
- Prohibits the sale of e-cigarettes to youth.
- Prohibits the sale of tobacco through vending machines or other self service methods (it does maintain the self service sales for tobacco shops as currently allowed in State law).
- Prohibits the smoking in all retail establishments including tobacco shops, which also includes “sampling”.

The proposed ordinance does maintain the City’s current language for compliance checks and administrative penalties. Our current compliance check process and penalty levels have generally worked well and compliance check rates in Shoreview are typically above 90%.

Staff invited all licensed tobacco vendors to a meeting that was held on April 23rd to review and discuss the proposed changes to the ordinance. The only tobacco licensee who attended was Dave Beahrs from Jonathon Robert Fielding & Co. tobacco shop. Mr. Beahrs was concerned about the self service provisions as well as the prohibition against tobacco sampling. Although he was pleased that the proposed ordinance maintains the exception for self service for tobacco shops as allowed by State law, he continues to have concerns about the prohibition on “tobacco sampling”. He felt that it would have a significant impact on his business. At the meeting, he indicated that many of his regular customers enjoy being able to visit the store and smoke a pipe or cigar while playing chess or cards. He indicated that he has taken steps to insure that the smoke from his shop stays within the shop area.

Staff explained that the rationale for the proposed prohibition on “tobacco sampling” was to further strengthen the Minnesota Clean Indoor Air Act in retail establishments, including tobacco shops and hookah bars or lounges.

The proposed ordinance would delete the City’s current tobacco regulations and replace them with this updated ordinance.

RECOMMENDATION

Based on the foregoing information, it is recommended that the City Council adopt Ordinance No. 892 revising the City tobacco regulations and authorizing the publication of an ordinance summary. The ordinance summary will require 4 votes.



Hookah:

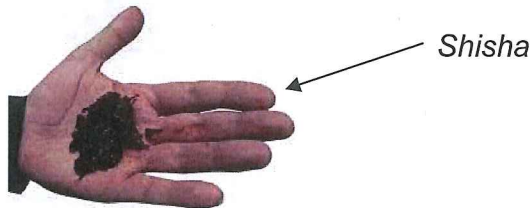
Background, History, and Health Consequences

What is hookah?

Hookah is a waterpipe that is used to smoke tobacco. A special type of tobacco is indirectly heated using coals or wood embers. Hookah is also known as shisha, sheesha, narghile, argileh, goza, and hubbly-bubbly.

What type of tobacco is used in a hookah pipe?

The tobacco used in a hookah is called shisha or maassel. Shisha is a sticky mixture of tobacco, honey or molasses, and other flavorings. Shisha is available in many flavorings such as: bubble gum, peanut butter, mango, grape, and mint.



How long have people been smoking hookah?

Hookah smoking originated many centuries ago. The exact origins of hookah are unclear. Many believe that hookah originated in India.

Today, hookah is popular in the Middle East, Turkey, and parts of Asia and Africa.

Who uses hookah in the United States?

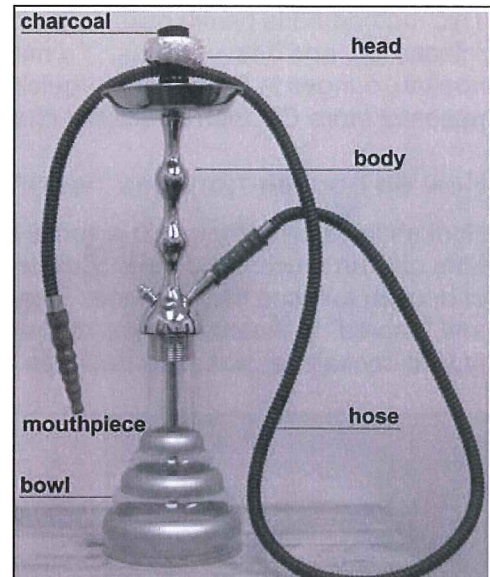
Hookah is growing in popularity in the United States particularly among college students. Hookah bars or lounges are popping up across the country and are seen as a place to gather with friends and socialize.

In the Twin Cities, hookah is particularly popular among East African Immigrant groups (Somali and Oromo) and the young adult/college student population.

What are the health effects of hookah use?

Hookah smoking carries the same or similar health effects as smoking cigarettes and exposure to secondhand smoke: cancer, heart disease, and respiratory disease.

The social nature of hookah also puts users at risk for other infectious diseases like tuberculosis, hepatitis, and meningitis. Hookah is often smoked in a group where many people share a common mouthpiece.



Specially made tobacco (shisha) is placed on the head of the hookah under a sheet of tinfoil. Red hot charcoal or wood embers are then placed on top of the tinfoil. The shisha burns releasing smoke, which is cooled by the water in the bowl and then inhaled through the hose/ mouthpiece.



How does hookah smoking compare to cigarette smoking?

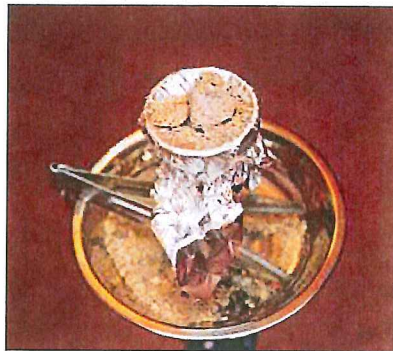
Hookah smokers inhale as much smoke from a typical hookah session as a cigarette smoker would inhale from **100-200 cigarettes**.

- Typical cigarette: 500-600 mL of inhaled smoke
- Typical hookah session: 90,000 mL of inhaled smoke

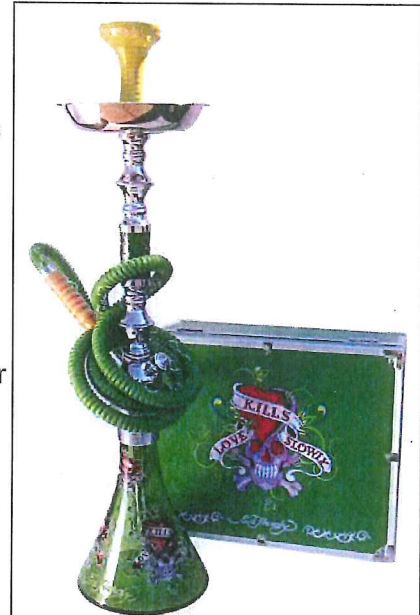
In a hookah, charcoal or wood cinders are used to burn the tobacco. This method adds health risks as burning charcoal and wood cinders release CO and heavy metals. To make matters worse, many hookah lounges in the U.S. use "quick lighting" charcoal which releases more CO than traditional charcoal.

How do hookah "lounges" work?

Hookah is usually smoked in a social setting. Hookah lounges or bars are run much like a café. Customers sit down and order a flavor of hookah tobacco from a menu. The hookah pipe is then prepared and "served" to the customers, who smoke the hookah on site. A typical hookah session lasts between 30-90 minutes.



Hookah tobacco is burned using charcoal or wood embers. This method of burning releases CO and heavy metals.



Popular tattoo artist and t-shirt designer Ed Hardy now manufactures hookah pipes and hookah accessories (shisha tobacco and coals)— a sure sign that hookah smoking is growing in popularity with the young adult/college student population. The hookah pictured above is an Ed Hardy design.

Does hookah pose a fire risk?

Hookah tobacco is heated using red hot coals or embers. These coals are often kept in an open indoor fire pit, which is a fire hazard.

Is hookah smoking prohibited indoors?

The Minnesota Clean Indoor Air Act (MCIAA) prohibits smoking in almost all indoor spaces. However, the MCIAA has an exemption for sampling of tobacco in tobacco shops. Hookah lounges are exploiting this loophole in the MCIAA by claiming the tobacco shop exemption. Local communities can choose to prohibit all sampling of tobacco. An ordinance prohibiting all sampling of tobacco would prohibit any tobacco shop or hookah lounge from allowing any smoking of tobacco on premises.

Sources:

1. American Lung Association.
2. World Health Organization.
3. Centers for Disease Control and Prevention.
4. Cobb, L, et al. *Am J Health Behavior* 2010;34(3):275-285



Memo



Date: November 2, 2011

To: Katie H. Engman, MCHES

From: John Olson, MDH Indoor Air Unit Enforcement Coordinator

Subject: **Lighting of tobacco in tobacco product shops**

As you requested, I am providing some information and suggestions regarding the issue of lighting of tobacco in tobacco products shops according to the Minnesota Clean Indoor Air Act (MCIAA).

Minnesota Statutes, section 144.414, subdivision 1 prohibits smoking in virtually all public places and places of employment, except as specifically exempted in statute. However, section 144.4167, subdivision 4, provides an exemption that allows "the lighting of tobacco in a tobacco products shop". Certain criteria must be met in order for an establishment to qualify for this exception. The establishment must:

- Be a retail establishment;
- Have an entrance door opening directly to the outside;
- Derive more than 90 % of its gross revenue from the sale of tobacco and/or smoking accessories, with non-tobacco-related sales being incidental; and,
- Not be a part of an enterprise with any type of liquor, food or restaurant license.

Evaluation of these criteria is relatively practical for the department and its partners that enforce the Minnesota Clean Indoor Air Act.

If an establishment meets the criteria above, it can allow customers or potential customers to light tobacco "for the specific purpose of sampling tobacco products". Note that the statute requires the proprietor and regulatory enforcement to identify the "purpose" that one has in lighting tobacco. Unfortunately, this is an impractical activity. Furthermore, the term "sampling" is not defined and the statute does not provide any other restrictions, such as ventilation requirements, leaving the listed items as those which are realistically enforceable.

Because of these impediments to enforcement, local municipalities play a big role in determining whether establishments can allow smoking in their jurisdictions. Fortunately local governments have some important tools at their disposal, such as:

- **The authority to deny tobacco licenses.** The statute does not allow lighting of tobacco in "tobacco lounges" - only retail tobacco shops. So if a prospective proprietor's business model is for a "tobacco lounge" or "smoking lounge", they should be denied a tobacco license, because this model is not legal in Minnesota.
- **Building Code enforcement.** Some cities have required tobacco product shops to meet stringent ventilation standards or limit occupancy based on building codes for specific types of businesses.
- **Establishment and enforcement of ordinances.** The MCIAA specifically permits cities and counties to "enact and enforce more stringent measures to protect individuals from secondhand smoke." MDH is aware of cities establishing moratoriums on retail tobacco stores and proposing ordinances that would prohibit or limit the amount of smoking in tobacco stores.

I have advised several municipal representatives and prospective tobacco business proprietors regarding this issue and would urge anyone with any questions to call me directly at 651-201-4614.

From: shae rohling <shaeandjim@yahoo.com>

Subject: **Re: Tobacco Ordinance**

Date: May 3, 2012 11:44:12 AM CDT

To: Sandra Martin <sandymartin444@gmail.com>

Reply-To: shae rohling <shaeandjim@yahoo.com>

Dear Sandra,

We have been impacted negatively by the smoke shop tenant. Our shared ventilation system allows cigar smells throughout the inside of the building, including hallways, elevators, common areas and inside of our upstairs suite. We have multiple clients that have commented negatively on the scent inside of the building. The public bathroom directly above them is especiallysmelly. It is a regular practise for me to see patrons of the smoke shop reading newspapers and visiting while smoking inside of the smoke shop in the public view. Since the weather has warmed, it is regular practise for the smoke shop to open its entrance doors, allowing cigar smoke outside to our client entrance from the parking lot. The client experience of walking from car to our suite upstairs is not acceptable in our opinion.

Centennial Jewelers feels the smoke shop negatively impacts our business. Thank you for your attention to this matter.

Regards,

Shae and Jim Rohling

Suite 202 Lexington Crossing

Shoreview Mn

651 484 7994

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF SHOREVIEW

ORDINANCE NO. 892

AN ORDINANCE REGULATING THE POSSESSION, SALE AND CONSUMPTION OF
TOBACCO AND TOBACCO RELATED DEVICES AND PRODUCTS

The Shoreview City Council ordains that Chapter 700, Licensing, is hereby amended by replacing Section 706, Tobacco Products, in its entirety with the following:

706 TOBACCO PRODUCTS

706.010 **Purpose and Intent.** The purpose of this ordinance is to regulate the sale, possession and use of tobacco, tobacco products, tobacco-related devices, and nicotine or lobelia delivery devices for the purpose of enforcing and furthering existing laws, to protect minors against the serious effects associated with the illegal use of tobacco, tobacco products, tobacco-related devices, and nicotine or lobelia delivery devices, and to further the official public policy of the state in regard to preventing young people from starting to smoke as stated in M.S. § 144.391, as it may be amended from time to time. In making these findings, the City Council accepts the conclusions and recommendations of Center for Disease Control in their study "Selected Cigarette Smoking Initiation and Quitting Behaviors Among High School Students, United States, 1997," and of the following medical professionals in these medical journals: Khuder SA, et al., "Age at Smoking Onset and its Effect on Smoking Cessation," Addictive Behavior 24(5):673-7, September-October 1999; D'Avanzo B, et al., "Age at Starting Smoking and Number of Cigarettes Smoked," Annals of Epidemiology 4(6):455-59, November 1994; Chen, J & Millar, WJ, "Age of Smoking Initiation: Implications for Quitting," Health Reports 9(4):39-46, Spring 1998; Everett SA, et al., "Initiation of Cigarette Smoking and Subsequent Smoking Behavior Among U.S. High School Students," Preventive Medicine, 29(5):327-33, November 1999, copies of which are adopted by reference.

706.020 **Definitions.** Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (A) **Compliance Checks.** The system the city uses to investigate and ensure that those authorized to sell tobacco, tobacco products, tobacco-related devices, and nicotine or lobelia delivery devices are following and complying with the requirements of this ordinance. Compliance checks

shall involve the use of minors as authorized by this ordinance. Compliance checks shall also mean the use of minors who attempt to purchase tobacco, tobacco products, tobacco-related devices, or nicotine or lobelia delivery devices for educational, research and training purposes as authorized by state and federal laws. Compliance checks may also be conducted by other units of government for the purpose of enforcing appropriate federal, state or local laws and regulations relating to tobacco, tobacco products, tobacco-related devices, and nicotine or lobelia delivery devices.

- (B) Individually Packaged. The practice of selling any tobacco or tobacco product wrapped individually for sale. Individually wrapped tobacco and tobacco products shall include but not be limited to single cigarette packs, single bags or cans of loose tobacco in any form, and single cans or other packaging of snuff or chewing tobacco. Cartons or other packaging containing more than a single pack or other container as described in this definition shall not be considered individually packaged.
- (C) Indoor Area. All space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.
- (D) Loosies. The common term used to refer to a single or individually packaged cigarette or any other tobacco product that has been removed from its packaging and sold individually. The term “loosies” does not include individual cigars with a retail price, before any sales taxes, of more than \$2.00 per cigar.
- (E) Minor. Any natural person who has not yet reached the age of 18 years.
- (F) Moveable Place of Business. Any form of business operated out of a truck, van, automobile or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.
- (G) Nicotine or Lobelia Delivery Devices. Any product containing or delivering nicotine or lobelia intended for human consumption, or any part of such a product, that is not tobacco as defined in this section, not including any product that has been approved or otherwise certified for legal sale by the United States Food and Drug Administration for tobacco

use cessation, harm reduction, or for other medical purposes and is being marketed and sold solely for that approved purpose.

- (H) Retail Establishment. Any place of business where tobacco, tobacco products, tobacco-related devices, or nicotine or lobelia delivery devices are available for sale to the general public. The phrase shall include but not be limited to grocery stores, convenience stores, restaurants, and drug stores.
- (I) Sale. Any transfer of goods for money, trade, barter or other consideration.
- (J) Self-Service Merchandising. Open displays of tobacco, tobacco products, tobacco-related devices, or nicotine or lobelia delivery devices in any manner where any person shall have access to the tobacco, tobacco products, tobacco-related devices, or nicotine or lobelia delivery devices, without the assistance or intervention of the licensee or the licensee's employee. The assistance or intervention shall entail the actual physical exchange of the tobacco, tobacco product, tobacco-related device, or nicotine or lobelia delivery device between the customer and the licensee or employee. Self-service sales are interpreted as being any sale where there is not an actual physical exchange of the product between the clerk and the customer.
- (K) Smoking. Inhaling or exhaling smoke from any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product. Smoking also includes carrying a lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation.
- (L) Tobacco or Tobacco Products. Tobacco or tobacco products includes cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product; cigars, cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff, snuff flour, cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts, refuse scraps, clipping, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

- (M) Tobacco-Related Devices. Tobacco-related devices includes any tobacco product as well as a pipe, rolling papers, ashtray, or other device intentionally designed or intended to be used in a manner which enables the chewing, sniffing or smoking of tobacco or tobacco products.
- (N) Vending Machine. Any mechanical, electric or electronic, or other type of device which dispenses tobacco, tobacco products or tobacco-related devices upon the insertion of money, tokens or other form of payment directly into the machine by the person seeking to purchase the tobacco, tobacco product or tobacco-related device.

706.030 License.

- (A) License Required. No person shall sell or offer to sell any tobacco, tobacco products, tobacco-related device, or nicotine or lobelia delivery device without first having obtained a license to do so from the city.
- (B) Application. An application for a license to sell tobacco, tobacco products, tobacco-related devices, or nicotine or lobelia delivery devices shall be made on a form provided by the city. The application shall contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the city deems necessary. Upon receipt of a completed application, the City Clerk shall forward the application to the City Council for action at its next regularly scheduled City Council meeting. If the City Clerk shall determine that an application is incomplete, he or she shall return the application to the applicant with notice of the information necessary to make the application complete.
- (C) Action. The City Council may either approve or deny the license, or it may delay action for a reasonable period of time as necessary to complete any investigation of the application or the applicant it deems necessary. If the City Council shall approve the license, the City Clerk shall issue the license to the applicant. If the City Council denies the license, notice of the denial shall be given to the applicant along with notice of the applicant's right to appeal the City Council's decision.
- (D) Term. All licenses issued under this section shall be valid for the calendar year during which it is approved.
- (E) Revocation or Suspension. Any license issued under this section may be revoked or suspended as provided Section 706.130.

- (F) Transfers. All licenses issued under this section shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued. No transfer of any license to another location or person shall be valid without the prior approval of the City Council.
- (G) Moveable place of business. No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed under this section.
- (H) Display. All licenses shall be posted and displayed in plain view of the general public on the licensed premise.
- (I) Renewals. The renewal of a license issued under this section shall be handled in the same manner as the original application. The request for a renewal shall be made at least 30 days but no more than 60 days before the expiration of the current license.
- (J) Issuance as privilege and not a right. The issuance of a license issued under this section shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.
- (K) Smoking. Smoking shall not be permitted and no person shall smoke within the indoor area of any retail establishment or any licensed retail tobacco shop. Smoking for the purposes of sampling tobacco and tobacco related products is prohibited.

706.040 Fees. No license shall be issued under this chapter until the appropriate license fee shall be paid in full. The fee for a license under this chapter shall be established in the City Code Exhibit B, as it may be amended from time to time.

706.050 Basis for Denial of License.

- (A) Grounds for denying the issuance or renewal of a license under this chapter include but are not limited to the following:
 - (1) The applicant is under the age of 18 years.
 - (2) The applicant has been convicted within the past five years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to tobacco, tobacco products, tobacco-related devices, or nicotine or lobelia delivery devices.

- (3) The applicant has had a license to sell tobacco, tobacco products, tobacco-related devices, or nicotine or lobelia delivery devices revoked within the preceding 12 months of the date of application.
 - (4) The applicant fails to provide any information required on the application, or provides false or misleading information.
 - (5) The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license.
- (B) However, except as may otherwise be provided by law, the existence of any particular ground for denial does not mean that the city must deny the license;
 - (C) If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this chapter.

706.060 **Prohibited Sales.** It shall be a violation of this chapter for any person to sell or offer to sell any tobacco, tobacco product, tobacco-related device, or nicotine or lobelia delivery device:

- (A) To any person under the age of 18 years.
- (B) By means of any type of vending machine.
- (C) By means of self-service methods whereby the customer does not need to make a verbal or written request to an employee of the licensed premise in order to receive the tobacco, tobacco product, tobacco-related device, or nicotine or lobelia delivery device and whereby there is not a physical exchange of the tobacco, tobacco product, tobacco-related device, or nicotine or lobelia delivery device between the licensee, or the licensee's employee, and the customer.
- (D) By means of loosies as defined in Section 706.020(D).
- (E) Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana, or other deleterious, hallucinogenic, toxic or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process. It is not the intention of this provision to ban the sale of lawfully manufactured cigarettes or other tobacco products.

- (F) By any other means, to any other person, or in any other manner or form prohibited by federal, state or other local law, ordinance provision, or other regulation.

706.070 **Self-Service Sales.** It shall be unlawful for a licensee under this chapter to allow the sale of tobacco, tobacco products, tobacco-related devices, or nicotine or lobelia delivery devices by any means whereby the customer may have access to those items without having to request the item from the licensee or the licensee's employee and whereby there is not a physical exchange of the tobacco, tobacco product, tobacco-related device, or nicotine or lobelia delivery device between the licensee or his or her clerk and the customer. All tobacco, tobacco products, tobacco-related devices, and nicotine or lobelia delivery devices shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public. This section shall not apply to retail stores which derive at least 90 percent of their revenue from tobacco and tobacco-related products and where the retailer ensures that no person younger than 18 years of age is present, or permitted to enter, at any time.

706.080 **Responsibility.** All licensees under this chapter shall be responsible for the actions of their employees in regard to the sale of tobacco, tobacco products, tobacco-related devices, or nicotine or lobelia delivery devices on the licensed premises, and the sale of an item by an employee shall be considered a sale by the license holder. Nothing in section shall be construed as prohibiting the city from also subjecting the clerk to whatever penalties are appropriate under this chapter, state or federal law, or other applicable law or regulation.

706.090 **Compliance Checks and Inspections.** All licensed premises shall be open to inspection by the Ramsey County Sheriff's Office or other authorized city official during regular business hours. From time to time, but at least once per year, the city, or its designated law enforcement agency, shall conduct compliance checks by engaging, with the written consent of their parents or guardians, minors over the age of 15 years but less than 18 years to enter the licensed premise to attempt to purchase tobacco, tobacco products, tobacco-related devices, or nicotine or lobelia delivery devices. Minors used for the purpose of compliance checks shall be supervised by city designated law enforcement officers. Minors used for compliance checks shall not be guilty of unlawful possession of tobacco, tobacco products, tobacco-related devices, or nicotine or lobelia delivery devices when those items are obtained as part of the compliance check. No minor used in compliance checks shall attempt to use a false identification misrepresenting the minor's age, and all minors lawfully engaged in a compliance check shall answer all questions about the minor's age asked by the licensee or his or her employee and shall produce any identification, if any exists, for which he or she

is asked. Nothing in this section shall prohibit compliance checks authorized by state or federal laws for educational, research, or training purposes, or required for the enforcement of a particular state or federal law.

706.100 **Other Illegal Acts.** Unless otherwise provided, the following acts shall be a violation of this chapter:

- (A) **Illegal Sales.** It shall be a violation of this chapter for any person to sell or otherwise provide any tobacco, tobacco product, tobacco-related device, or nicotine or lobelia delivery device to any minor.
- (B) **Illegal Possession.** It shall be a violation of this chapter for any minor to have in her or her possession any tobacco, tobacco product, tobacco-related device, or nicotine or lobelia delivery device. This shall not apply to minors lawfully involved in a compliance checks.
- (C) **Illegal Use.** It shall be a violation of this chapter for any minor to smoke, chew, sniff or otherwise use any tobacco, tobacco product, tobacco-related device, or nicotine or lobelia delivery device.
- (D) **Illegal Procurement.** It shall be a violation of this chapter for any minor to purchase or attempt to purchase or otherwise obtain any tobacco, tobacco product, tobacco-related device, or nicotine or lobelia delivery device, and it shall be a violation of this chapter for any person to purchase or otherwise obtain those items on behalf of a minor. It shall further be a violation for any person to coerce or attempt to coerce a minor to illegally purchase or otherwise obtain or use any tobacco, tobacco product, tobacco-related device, or nicotine or lobelia delivery device. This shall not apply to minors lawfully involved in a compliance check.
- (E) **Use of False Identification.** It shall be a violation of this chapter for any minor to attempt to disguise his or her true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with to represent an age older than the actual age of the person.

706.110 **Exceptions and Defenses.** Nothing in this chapter shall prevent the providing of tobacco, tobacco products, tobacco-related devices, or nicotine or lobelia delivery devices to a minor as part of a lawfully recognized religious, spiritual, or cultural ceremony. It shall be an affirmative defense to the violation of this chapter for a person to have reasonably relied on proof of age as described by state law.

706.120 **Severability.** If any section or provision of this ordinance is held invalid, such invalidity shall not affect other sections or provisions which can be given force and effect without the invalidated section or provision.

706.130 **Administrative Fine, Suspension or Revocation.** Any violation of the City's Regulations relating to the issuance of a Tobacco Products License or of any conditions/restrictions attached to the issuance of such license shall be cause for the imposition of an administrative fine, the suspension of the license or the revocation of the license pursuant to the procedures described in Shoreview Code Section 701.060.

If the violation relates to the sale of tobacco products to minors by licensee or licensee's employees, the following administrative fines, suspensions or revocations shall be imposed:

- (A) The first such violation within 24 months shall subject the licensee to the payment of an administrative fine of \$250 plus an additional compliance check;
- (B) The second violation within 24 months shall subject licensee to the payment of an administrative fine of \$500 plus an additional compliance check;
- (C) The third violation within 24 months shall subject the licensee to the payment of an administrative fine of \$1,000 and to a minimum seven (7) business day suspension of the license;
- (D) The fourth violation within 24 months shall subject the licensee to the payment of an administrative fine of \$1,500 fine and to a minimum fifteen (15) business day suspension of the license;
- (E) The fifth violation within 24 months shall subject the licensee to the payment of an administrative fine of \$2,000 and to a minimum of thirty (30) business day suspension of the license.
- (F) The sixth violation within 24 months shall be cause for revocation of the license for up to one year.

The imposition of an administrative fine and a suspension of license or to a license revocation pursuant to this section shall be preceded by a hearing before the City Council.

706.140 **Administrative Fine – Individuals.** An individual who sells tobacco to a person under the age of 18 years of age will be charged an administrative penalty. No

penalty may be imposed until the individual has received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before the City Council. A decision that a violation has occurred must be in writing. The following administrative fines shall be imposed:

- (A) First Violation within 24 months- \$50.00
- (B) Second Violation within 24 months- \$100.00
- (C) Third Violation within 24 months - \$150.00
- (D) Fourth Violation within 24 months - \$200.00
- (E) Fifth Violation within 24 months - \$250.00

Failure to pay this penalty by an individual who sells tobacco to a person under the age of 18 years of age will result in a misdemeanor violation for the first offense. Additional offenses within five years of a previous conviction will result in a gross misdemeanor.

706.150 **Administrative Penalties Procedures.** The following procedure should generally be followed for Council review of tobacco license violations that are subject to the administrative penalties established in 706.130 and 706.140:

- (A) The City Manager or designee will contact the licensee/seller asking if the licensee/seller will sign an admission of the facts of the alleged violation and an acceptance of the administrative penalty listed in Section 706.130 and 706.140. Licensees/sellers have the right to request a hearing before the City Council if not in agreement with the violation or the administrative penalty. The City Manager may also schedule a hearing before the Council if he/she believes there is a valid reason to deviate from the administrative penalty.
- (B) If a hearing is requested, it will be conducted in accordance with the Administrative Procedure Act, Minn. Stat. 14.57 to 14.70. The Council will issue written findings on the alleged violation and an order imposing sanctions, if any.
- (C) If the licensee/seller and the City Manager agree on the violation and the administrative penalty, a written admission will be provided to the Council with a proposed order. For first and second violations, the matter will be scheduled as part of the consent agenda, and it is expected that the Council will generally issue the proposed order without discussion. Nevertheless, the Council may choose to schedule the matter for special Council review and action. The City must provide at least ten (10) days notice to the licensee/seller before this review is conducted. Any violations beyond the second violation must be scheduled for a hearing before the Council.

Effective Date. This ordinance shall become effective the day following its publication in the City's official newspaper.

Publication Date. Published on the _____ day of _____, 2012.

Sandra C. Martin, Mayor

**CITY OF SHOREVIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

ORDINANCE SUMMARY

ORDINANCE NO. 892

AN ORDINANCE RELATING TO TOBACCO REGULATIONS

On the 7th day of May, 2012, the Shoreview City Council adopted Ordinance No. 892, and by four affirmative votes pursuant to Minn. Stat. §412.191, Subd. 4, directed that a summary of the Ordinance No. 892 be published.

Shoreview Ordinance No. 892 is entitled "An Ordinance Regulating the Possession, Sale and Consumption of Tobacco and Tobacco Related Devices and Products" and will become effective the day following publication. This Ordinance is available for inspection by any person during regular business hours at the office of the City Manager at 4600 North Victoria Street, Shoreview, MN 55126. A copy of the Ordinance is also available on the City's website at www.shoreviewmn.gov.

Dated: May 7, 2012

Terry Schwerm
City Manager

MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To adopt Resolution #12-33 approving the Conditional Use Permit for Automotive Ventures, Inc./Karen Properties, LLC allowing automobile sales on the property at 3854 Lexington Avenue. Resolution #12-33 consolidates the previous conditional use permits issued for this property. Said approval is subject to the following conditions:

Conditional Use Permit amendment

- 1) This amendment permits automobile sales on the property provided the maximum number of vehicles for sale at any one time does not exceed 5.
- 2) Condition No. 4 in Conditional Use Permit 971-83-22 which states "no vehicles may be offered for sale on the property" is rescinded.
- 3) Condition No. 4 in Conditional Use Permit 99-18 is hereby modified as follows. The parking area shall be used for employee parking, the parking of customer vehicles currently being serviced and vehicle sales as conditioned with this permit. Exterior storage is not permitted on this property. All vehicles shall be licensed and operable. No vehicles, with the exception of those for sale, shall be stored on the site for more than 30 consecutive days.
- 4) Automobile vehicles for sale shall be limited to passenger vehicles only. The sale of commercial vehicles is prohibited.
- 5) Automobile vehicles for sale shall be displayed on the property in the parking areas as identified in the submitted site plan.
- 6) Additional signage advertising car sales is not permitted on the property, with the exception of window signage displayed in the vehicle being offered for sale. Said window signage shall not exceed 11" x 17" in area. The existing message center sign shall not be used to advertise vehicles for sale.
- 7) Third party sales are prohibited.
- 8) Vehicles offered for sale on this property shall include only those acquired by the service station operating on this property. These vehicles shall include only those forfeited or acquired from customers whose vehicles are at the service station for repair. Vehicles from other service stations, including those owned by the same operator, shall not be offered for sale on this property.
- 9) Records shall be made available at the City's request documenting the acquisition and sale of vehicles. Said records shall include, but may not be

limited to: reason for forfeiture, acquisition method, date of acquisition from the seller, and the date sold by the dealership,

- 10) The Permit holder must have a valid Minnesota motor vehicle license to sell cars on this property.
- 11) Permit holder shall reimburse the City for all costs incurred, including legal fees, in order to enforce the terms of this conditional use permit.

This approval is based on the following findings:

- 1) The use is in harmony with the general purposes and intent of the Development Ordinance.
- 2) The use is in harmony with the policies of the Comprehensive Guide Plan.
- 3) Certain conditions as detailed in the Development Ordinance exist.
- 4) The structure and/or land use conform to the Land Use Chapter of the Comprehensive Guide Plan and are compatible with the existing neighborhood.

ROLL CALL: **AYES** _____ **NAYS** _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Regular City Council Meeting
May 7, 2012

TO: Mayor, City Council and City Manager

FROM: Kathleen Nordine, City Planner

DATE: May 4, 2012

SUBJECT: File No. 2445-12-08, Conditional Use Permit - Automotive Ventures, Inc/Karen Properties, LLC – 3854 Lexington Avenue

INTRODUCTION

Automotive Ventures, Inc/Karen Properties, LLC submitted a conditional use permit application to amend the existing conditional use permit for the automotive fuel and service station located at 3854 Lexington Avenue. Automotive Ventures is proposing to use a portion of the property for automotive sales. The intent of the request is to allow the sale of vehicles which have been repaired then forfeited or bought from customers due to economic reasons.

PROJECT DESCRIPTION

Prior to this application, special use or conditional use permits were issued in 1970, 1983, 1986, 1993 and 1999. The conditional use permit allows the operation of a fuel service station, including retail sales, and automobile service station on the property. The amendment granted in 1983 included a condition prohibiting the sale of vehicles on the property. The amendment in 1999 also included a condition that no vehicles be stored on site for more than 30 consecutive days.

Automotive Ventures is asking that the restriction regarding vehicle sales be removed. There has been an increase in the number of vehicles being forfeited by customers for economic reasons after repairs are made. In addition, the station may be able to acquire a vehicle from a customer who cannot afford the repairs, repair it, and then offer it for sale to the general public. The maximum number that would be for sale and displayed on-site at any one time is 5. These vehicles would be located in the western portion of the parking lot adjacent to Lexington Avenue and the I694 interchange.

DEVELOPMENT ORDINANCE REQUIREMENTS

The property is zoned C-2, General Commercial. The C-2 district permits a variety of commercial uses including retail services, restaurants, fuel stations and hotels. Automobile service stations and vehicle sales are permitted with a conditional use permit. For automotive service stations, the ordinance requires a minimum of one stall per employee plus 5 stalls per service bay. In addition, fuel stations require a minimum of 4 stalls plus 1 stall per 150 square feet of retail space.

A conditional use permit may be granted provided the proposed use is listed as a conditional use for the district in which it is located and upon showing that the standards and criteria of the Development Code are satisfied. The criteria for a conditional use permit includes that the use is in harmony with the general purposes and intent of the

Development Code and Comprehensive Plan and that the structure/land use conforms with the Comprehensive Plan and is compatible with the existing neighborhood.

STAFF REVIEW

When reviewing an application for a conditional use permit, the Planning Commission needs to consider the comprehensive plan policies, the development code standards and the effect the proposed use may have on the character and development of the neighborhood. Other factors to consider include noise, lighting, traffic conditions, parking and effect on surrounding property values. Conditions can be attached to this permit regulating the business operations. If a violation to the Conditional Use Permit is founded, the City Council has the authority to revoke the Permit.

In Staff's opinion, the primary issues related to this application concern parking and the proposed sales use.

Parking

Parking for the service station/retail area is provided in an off-street parking area located north and east of the building. Thirty-eight stalls are provided plus there are an additional 6 stalls located on the east side of the car wash. There are also 16 parking stalls at the fuel pump islands.

The parking area proposed for vehicle sales is located in the north and western portion of the parking lot adjacent to the Lexington Avenue/Interstate 694 interchange. A maximum of 5 stalls would be dedicated for this use. In order for the business to qualify for a State license, a minimum of 5 stalls must be provided on the property from which the vehicles are being sold. The applicant has indicated that they generally would have up to 2 vehicles per month.

The Staff has reviewed the parking in accordance with the City's parking standards and the business needs. The uses on the property require 48 parking stalls. A total of 60 stalls with 44 stalls provided in the surface parking lot and 16 stalls at the fuel pump islands. In addition, representatives of Automotive Ventures have stated that approximately 50% of the stalls are used by employees and for service vehicles. In staff's opinion, adequate parking is available on-site to accommodate limited automotive vehicle sales.

Automotive Sales Use

The primary issue related to this proposal is the introduction of automobile vehicles sales on this property, which is already used intensively for the fuel station/convenience store, car wash and service station.

The proposal limits the maximum number of vehicles to be displayed for sale at any one time to 5. The proposed location for the vehicle sales is in an existing off-street parking area that does not interfere with the other uses of the property.

While limiting the number of vehicles for sale to 5 or less will lessen the impacts of the additional use on this site and adjoining properties, Staff does have some concerns. These concerns relate to signage and third party sales. If approved, Staff suggests that conditions be added prohibiting additional signage on site for the car advertisement (with the exception of a window sticker) and third party sales.

Conditional Use Permit Criteria

The request for a conditional use permit needs to be reviewed in accordance with the standards of the City's Development Code. The Code does not include any specific performance standards for automotive vehicle sales, but establishes criteria for the Conditional Use Permit.

- 1) *The use is in harmony with the general purposes and intent of the Development Ordinance.* The proposed use is permitted as a conditional use in the C-2 zoning district of which the property is zoned. This district is intended for uses that services to area residents. If regulated, the addition of limited automobile sales on the property should not negatively impact traffic and the surrounding commercial land uses.
- 2) *The use is in harmony with the policies of the Comprehensive Plan.* The Comprehensive Plan designates this property and the properties to the south and east for commercial purposes. Commercial land uses are also located to the west, across Lexington Avenue, in the City of Arden Hills. Immediately north of the property is Interstate 694. The proposed use is consistent with the Comprehensive Plan provided the sales are limited as proposed.
- 3) *Certain conditions as detailed in the Development Code exist.* Again, the property is located in a C-2, General Commercial District and is adjacent or near other local and regional commercial uses. The proposal does not require any additional improvements to the property as the proposed automotive vehicle sales is limited and will be located within the existing parking lot. The parking lot has the capacity, in accordance with the parking standards and business needs, to accommodate this use.
- 4) *The structure and/or land use conform to the Land Use Chapter of the Comprehensive Plan and are compatible with the existing neighborhood.* Automotive vehicle sales are considered a commercial use and are consistent with the commercial land use designation for this property and adjoining properties. Commercial land uses are also located to the west in the City of Arden Hills.

PLANNING COMMISSION REVIEW

The Planning Commission heard this proposal at the March 27th meeting and tabled the request to provide the applicant with the additional time needed to address concerns raised during the hearing. These concerns included signage, State licensing requirements, current and past vehicle sales data and parking location for the vehicles offered for sale.

This information was presented to the Commission at their April 24th meeting. The Commission discussed the request further and appreciated the applicant's response to their concerns. Some Commission members, however, remained concerned about the addition of another use on this property and whether or not the site has the capacity. Due to the limited nature of the sales use, consistency with the commercial land use designation and zoning of the property, the application was supported with a 6 – 1 vote. Conditions attached to the permit address concerns raised by the Commission.

Some Commission members also expressed concern about permitting this type of use as a conditional use permit in the C-2 district and questioned whether or not this is a use that the City desires to have on this property and in other commercial areas. If the proposed use complies with the general standards for a CUP and any specific criteria for automotive vehicle sales (which the City does not have) then the applicant is entitled to the permit and there is no legal basis for denying the CUP. A text amendment would be needed to further restrict the use in the C-2 district.

Recent investment in this commercial area by a private developer and the City are intended to improve the quality of our commercial areas by providing high quality site and building design and needed services in the community. Automobile sales, if not restricted, could negatively impact those efforts. The proposed conditions, including the limitation on the number of vehicles displayed for sale, should protect these recent efforts to enhance this retail service area.

PUBLIC COMMENT

Property owners within 350' of the property were notified of the request, including those owners in Arden Hills. No comments have been received.

RECOMMENDATION

The application has been reviewed in accordance with the Development Code and Comprehensive Plan policies. The use of the property for automotive vehicle sales is consistent with the commercial land use designation of the Comprehensive Plan and commercial zoning as identified in the Development Code. However, when considered with the other uses occurring on the property, the automotive vehicle sales needs to be restricted as proposed to no more than 5 vehicles for sale at any one time. Staff is recommending the Council adopt Resolution #12-33 amending the conditional use permit allowing vehicle sales subject to the following conditions. The Council should note that this Resolution also includes the conditions relevant to the operation of the automotive service station on the property, which was permitted in 1969 as a Special Use, and amended thereafter.

Conditional Use Permit amendment

- 1) This amendment permits automobile sales on the property provided the maximum number of vehicles for sale at any one time does not exceed 5.

- 2) Condition No. 4 in Conditional Use Permit 971-83-22 which states "no vehicles may be offered for sale on the property" is rescinded.
- 3) Condition No. 4 in Conditional Use Permit 99-18 is hereby modified as follows. The parking area shall be used for employee parking, the parking of customer vehicles currently being serviced and vehicle sales as conditioned with this permit. Exterior storage is not permitted on this property. All vehicles shall be licensed and operable. No vehicles, with the exception of those for sale, shall be stored on the site for more than 30 consecutive days.
- 4) Automobile vehicles for sale shall be limited to passenger vehicles only. The sale of commercial vehicles is prohibited.
- 5) Automobile vehicles for sale shall be displayed on the property in the parking areas as identified in the submitted site plan.
- 6) Additional signage advertising car sales is not permitted on the property, with the exception of window signage displayed in the vehicle being offered for sale. Said window signage shall not exceed 11" x 17" in area. The existing message center sign shall not be used to advertise vehicles for sale.
- 7) Third party sales are prohibited.
- 8) Vehicles offered for sale on this property shall include only those acquired by the service station operating on this property. These vehicles shall include only those forfeited or acquired from customers whose vehicles are at the service station for repair. Vehicles from other service stations, including those owned by the same operator, shall not be offered for sale on this property.
- 9) Records shall be made available at the City's request documenting the acquisition and sale of vehicles. Said records shall include, but may not be limited to: reason for forfeiture, acquisition method, date of acquisition from the seller, and the date sold by the dealership,
- 10) The Permit holder must have a valid Minnesota motor vehicle license to sell cars on this property.
- 11) Permit holder shall reimburse the City for all costs incurred, including legal fees, in order to enforce the terms of this conditional use permit.

If the Council does not support the proposed use, findings must be made demonstrating the use is not consistent with the Comprehensive Plan policies and Development Code Standards.

Attachments

- 1) Location Map
- 2) Applicant's Letter and submitted plans
- 3) March 27th and April 22nd PC minutes
- 4) Proposed Motion

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD MAY 7, 2012**

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City at 7:00 PM.

The following members were present:

And the following members were absent:

Member introduced the following resolution and moved its adoption.

**RESOLUTION NO. 12-33
CONDITIONAL USE PERMIT**

WHEREAS, Automotive Ventures Group/Karen Properties, Inc. applied for a conditional use permit to permit limited automotive vehicle sales on the their property legally described below:

Lot 1, Block 1, George Reiling Third Addition, Ramsey County, MN

(This property is commonly known as 3854 Lexington Avenue, Shoreview, Minnesota.)

WHEREAS, the property is zoned, C-2, General Commercial, and;

WHEREAS, in the C-2 zoning district, vehicle and equipment sales and rental on the property is allowed upon Conditional Use Permit approval; and

WHEREAS, the property owner received the following special use or conditional use permits, including amendments, in previous years: 1) automobile service station (gas station) – File No.

114-69, and 2) automobile service station including car wash, outdoor display and grocery sales - File No. 971-83-22, and 3) addition of a fuel pump island canopy - File No. 1130-86-31, and 4) addition of a propane fuel tank to dispense propane, File No. 1455-93-24, and 5) remodel and add onto the service station, expand the parking lot and construct a car wash - File No. 1742-99-09; and

WHEREAS, the existing special use and conditional use permit approvals are being amendment to permit limited automotive sales in accordance the plan's and written statement on record in File No. 2445-12-08; and

WHEREAS, the Planning Commission held a public hearing April 24, 2012 on the proposal and found that the proposed use was consistent with the Comprehensive Plan and that the proposed use would not have a detrimental effect on the character and development of the neighborhood; and

WHEREAS, the City Council is authorized by state law and the City of Shoreview Development Code to make final decisions on conditional use permit requests.

NOW, THEREFORE, BE IT RESOLVED BY THE SHOREVIEW CITY COUNCIL, that the above-described conditional use permit be approved on the basis of the following findings of fact:

1. The use is in harmony with the general purposes and intent of the Development Ordinance.
2. The use is in harmony with the policies of the Comprehensive Plan.
3. Certain conditions as detailed in the Development Ordinance exist.
4. The structure and/or land use conform to the Land Use Chapter of the Comprehensive Guide Plan and are compatible with the existing neighborhood.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE SHOREVIEW CITY COUNCIL that a Conditional Use Permit allowing automotive vehicle sales at 3854 Lexington Avenue is hereby approved, subject to the following conditions:

A. General Conditions - Automobile service station, car wash, outside display area, grocery sales

1. Operation of an automobile service station including a carwash, outside display areas, and grocery sales.
2. No painting or automobile body work.
3. Property shall be maintained in a neat and orderly condition at all times.
4. All refuse shall be stored and screened as shown on the Site Plan.
5. Outside display shall be limited to the following areas as shown on the Site Plan.

- a. New tire display on the north side of the building.
- b. Vacuum cleaner service on the north side of the building.
- c. Concrete walkway adjacent to the front of the building.
- d. Gasoline pump islands.
6. Existing sanitary sewer dumping station available to the public for disposal of contents of sewage holding tanks of mobile trailers.
7. Signage on the property shall comply with the approved comprehensive sign plan for the property – File No. 1742-99-09
8. Parking area shall be used for employee parking; parking of customers currently being serviced; and for vehicle sales as provided in Section B below.
9. Exterior storage is not permitted on this property.

B. Automotive Vehicle Sales.

1. Automobile sales on the property provided that the maximum number of vehicles for sale at any one time does not exceed 5.
2. The parking area shall be used for employee parking, parking of customer vehicles currently being serviced, and vehicle sale in the area shown on the Site Plan incorporated herein.
3. No vehicles, with the exception of those for sale, shall be stored on the site for more than thirty (30) consecutive days.
4. Automobile vehicles for sale shall be limited to passenger vehicles only. The sale of commercial vehicles is prohibited.
5. Automobile vehicles for sale shall be displayed on the property in the parking areas as identified on the submitted Site Plan.
6. Additional signage advertising car sales is not permitted on the property with the exception of window signage displayed in the vehicle being offered for sale. Said window signage shall not exceed 11 inches x 17 inches in area. The existing message center sign shall not be used to advertise vehicles for sale.
7. Third party sales are prohibited.
8. Vehicles offered for sale on this property shall include only those acquired by the service station operating on this property. These vehicles shall include only those forfeited or acquired from service station customers. Vehicles from other service stations, including those owned by the same operator, shall not be offered for sale on this property.

9. Records shall be made available at the City's request documenting the acquisition and sale of vehicles. Said records shall include, but not be limited to: reason for forfeiture, acquisition method, date of acquisition from seller, and date sold by the permittee.
 10. The permittee must have a valid Minnesota motor vehicle license to sell cars on this property.
 11. Permit holders shall reimburse the City for all cost incurred, including legal fees, in order to enforce the terms of this permit.
- C. Rescission of Prior Permits. Upon the adoption of this permit and the execution of the permit by the City and by the applicant, all prior permits issued for this site are hereby rescinded. It is the intent of the parties that the existing permit includes all prior applicable conditions of approval for the site.

The motion was duly seconded by Council Member and upon a vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Adopted this 7th day of May, 2012

Sandra C. Martin, Mayor
Shoreview City Council

ATTEST:

Terry Schwerm, City Manager

ACCEPTANCE OF CONDITIONS:

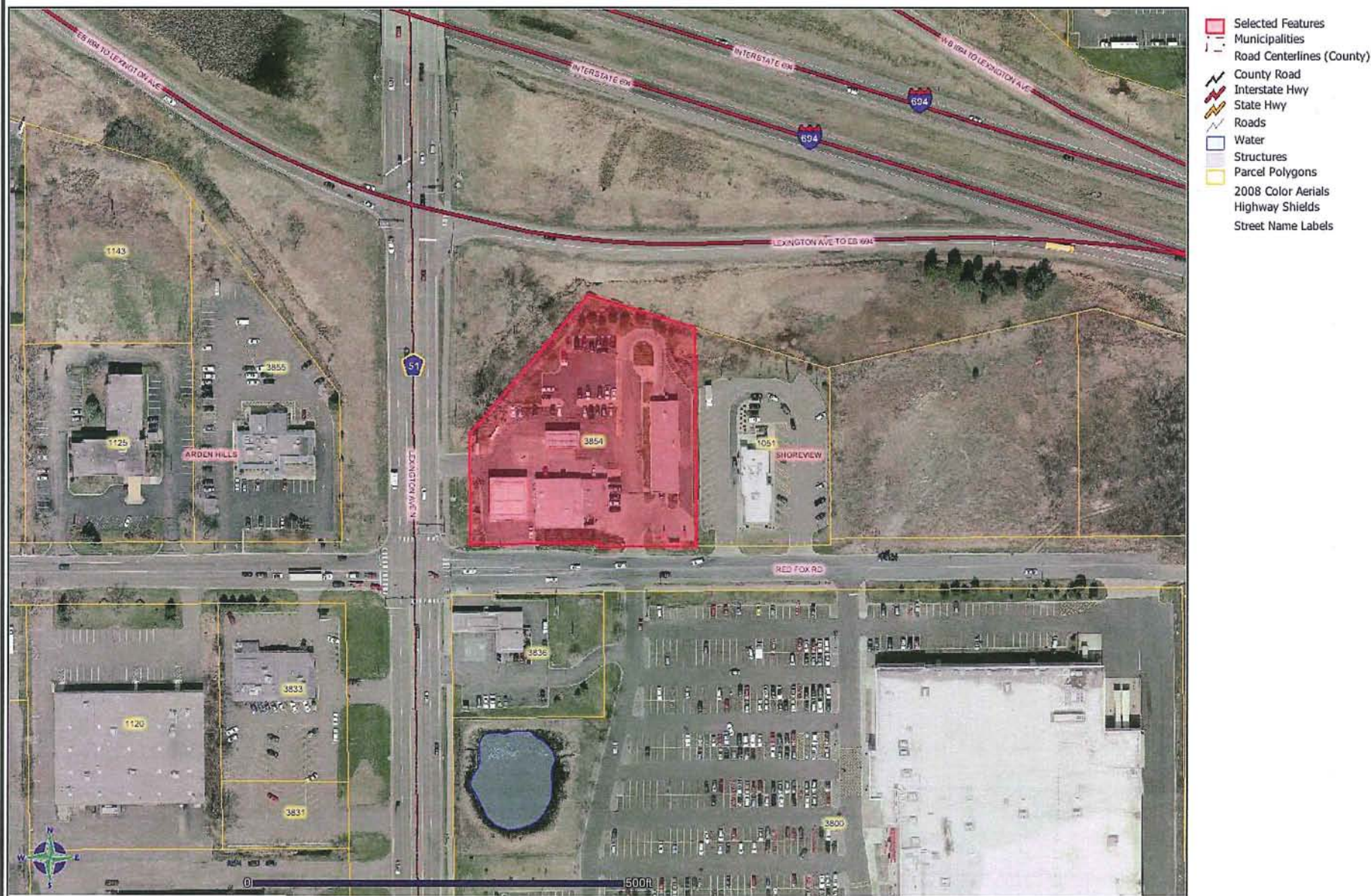
Karen Properties, Inc.

Automotive Ventures Group

SEAL

3854 Lexington Avenue

Conditional Use Permit



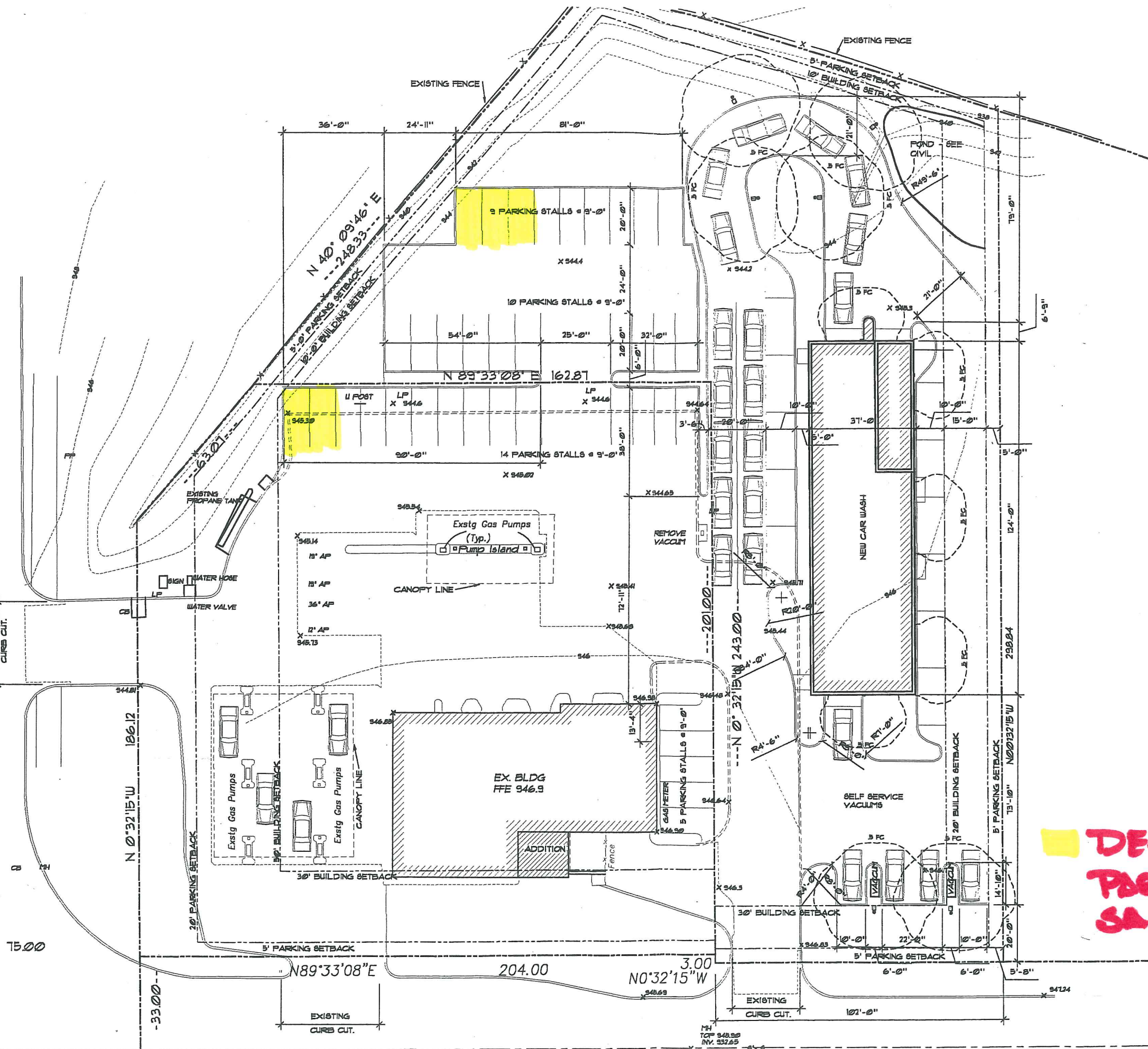
DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

SOURCES: Ramsey County (February 27, 2012), The Lawrence Group; February 27, 2012 for County parcel and property records data; February 2012 for commercial and residential data; April 2009 for color aerial

SOUTH BOUND LANE

LEXINGTON AVE.

NORTH BOUND LANE



**DESIGNATED
PARKING - FOR
SALE**



SITE PLAN



SITE PLAN

A

1

Date _____ Reg. No. _____
I hereby certify that this plan, specification,
or report was prepared by me or under my
direct supervision and that I am a duly
licensed professional engineer under the laws of the State of Minnesota.

comm. 09.82 date 2/3/99
drawn W.A.J. checked J.L.O.
revised 2/9/99

SHOREVIEW AMOCO
CAR WASH BUILDING

3854 LEXINGTON AVE. NO.
SHOREVIEW, MINNESOTA

CONSTRUCTION CONSULTANTS, INC.
3531 NEVEDA AVE. NORTH SUITE 201
NEW HOPE, MN 55421
(612) 537-5100 FAX (612) 537-3700

OBJECTIVE:

To be able to occasionally sell used vehicles we acquire from our shop. These vehicles would be acquired as a customer service to our customers who cannot afford a major repair. It will also allow us to recoup any costs associated with vehicles that are repaired and then voluntarily surrendered to us.

INTENT:

It is NOT our intent to become a used car lot. We only wish to have 1 or 2 vehicles for sale at one time. We intend this to be a subtle feature of our overall service business.

REASONS:

In today's economic market it is important and necessary to have new and various ways to serve our customers. It is equally important to find the products and services necessary to keep our business profitable and our staff employed. Ever rising costs and shrinking margins make it necessary to continuously fine tune our business to keep up with today's demands.

PLAN:

To never have more than 2 or 3 vehicles for sale at one time. When we have a vehicle or 2 for sale we would use only 2 parking spots just north of the LP fill station. (*We will not allow any employee parking in any of these 10 spaces*) We may also use the north lot adjacent to 694. To promote or advertise the sale outside we will only use professionally made vehicle window signs. We may also advertise with small postings at our service desk and cashier counter.

We would like to pursue a Mn. Used Vehicle Dealers License. This will greatly help with title, licensing and administrative record keeping. The requirements and regulations will help assure our customers of a safe smooth sale.

CONCERNS:

SIGNAGE. We will only use professionally made removable signs inside the vehicle. We will not use any props, banners, pennants or window painting.

VOLUME. We will not have more than 3 vehicles for sale on the lot at any one time. We will not do any 3rd party sales. All vehicles will come through our repair shop. We will have a clear title on all vehicles sold. We will only sell cars, light trucks and vans. (No commercial vehicles).

PAST CAR SALES. In the last 6 months we have sold 2 vehicles. One was a Saturn that we bought from a customer who could not afford to repair her vehicle. (She could however finance a new car through her credit union.) We also sold a company van which we had used as a parts runner. For a period of time a good customer has his car for sale. In the past year we sold a total of 4 vehicles. Average time vehicles were displayed was between 1 & 3 months.

LIABILITY. Our Garage keepers insurance policy covers all vehicles in our care and custody.

BONDING. To be licensed through the state we would be required to carry a \$50k Surety to bond to protect our customers from any problems due to licensing title work or taxes.

CONCLUSION. Again we do not want to become a Used car lot. We want to add this service to our business model to better serve our customers and remain viable in today's market. We believe we can accomplish this without any detrimental affects to the community. Working with the City of Shoreview, implementing fair and reasonable rules and restrictions we believe we can overcome and remedy any concerns that may arise.

Thank You,

Mark Mclean, Automotive Ventures Group.

INTRODUCTION

This guide briefly explains Minnesota statutes and rules pertaining to motor vehicle dealer licenses. You may obtain training on transfer, registration, and sales tax procedures and requirements from Driver and Vehicle Services (DVS) staff, in conjunction with the Minnesota Auto Dealers Association (MADA); contact information is on the last page of this guide. DVS Dealer Inspectors can assist you with record keeping and facility procedures and requirements. You may also access motor vehicle information and forms on the DVS website: dvs.dps.mn.gov

As a licensed Minnesota dealer, you are responsible for all motor vehicles acquired and/or sold under your dealer license and the maintenance of those motor vehicle records.

DVS encourages you to become familiar with the Minnesota Statutes, chapters 168, 168A, and 325F, pertaining to dealer licensing and motor vehicle titles and registration, as well as Minnesota Rule, sections 7400.0100 through 7400.6000, which contain dealer licensing requirements.

Access Minnesota statutes and rules at:

Online: www.revisor.leg.state.mn.us – The Minnesota Office of the Revisor of Statutes

In Print (for a fee): Minnesota Bookstore
117 University Avenue
St. Paul, MN 55155
Phone: 651-297-3000
Toll Free: 1-800-657-3757

Public Library: Either in print or online

GENERAL INFORMATION

BUSINESS REGULATIONS

Many agencies regulate businesses in Minnesota. In addition to state licensing requirements, there may be other city, county, state or federal regulations governing dealer business. DVS recommends that you contact your local unit of government and/or the Department of Employment and Economic Development (DEED), Small Business Assistance Office at (651) 259-7476 for more information.

Your hours of operation must be conspicuously posted and readily viewable by the public.

TEMPORARY DEALER LICENSE

Once your application for a dealer's license is accepted, DVS issues a 90-day temporary dealer license. During this 90-day period, a DVS Dealer Examiner inspects your place of business to ensure compliance with statutory requirements; your license may be denied any time during the temporary period.

- If *approved* – you are issued a motor vehicle dealer license that is valid for 12 months from the issue date.
- If *denied* – you receive written notification. All dealer plates and permits must be surrendered to the DVS Dealer Licensing Unit and your dealer privileges are invalid. There is a one year waiting period before you are eligible to reapply. (There is no refund on license and plate fees.)

WHAT IS A USED VEHICLE?

Minnesota Statute 168.27, subd. 1

Before a motor vehicle is considered used, the following criteria must be met:

- A certificate of title must be issued for the vehicle.
- The vehicle must be licensed with *full* registration tax paid.
- Motor vehicle sales tax must be paid, or sales tax paid on a lease of at least 120 days.
- The vehicle must be placed in actual operation; sold to a retail buyer and not held for resale by a dealer.

If a new or used motor vehicle dealer buys a new vehicle that they are not franchised to sell, they must title the vehicle in their dealership name. Full registration tax and sales tax on the vehicle's purchase price must be paid. The dealer is then entitled to use their demonstration plates on the vehicle.

TYPES OF DEALER LICENSES

NEW MOTOR VEHICLE DEALER

Minnesota Statute 168.27, subd. 2

A licensed new motor vehicle dealer may:

- Sell, wholesale, broker, or auction new motor vehicles covered by their franchise,* and used motor vehicles of any make.
- Solicit and advertise the sale, brokerage, wholesale, or auction of new motor vehicles covered by their franchise,* and used motor vehicles of any make.
- Lease all makes of new motor vehicles.
If a dealer is not franchised for a particular make, they must lease the vehicle for a minimum of 120 days or the dealer owes sales tax on the vehicle purchase price (Minnesota Statute 297B.035, subd. 3).
- Broker leases without having a separate broker license.
- Operate as a salvage pool; you must be also licensed as a used vehicle parts dealer to acquire a junked vehicle from a salvage pool, insurance company, or its agent.

*A current valid franchise for each type of new vehicle must be on file with the Dealer Licensing Unit prior to the sale.

Note: If a separate company or corporation owned by a new motor vehicle dealer engages in the business of leasing motor vehicles, a separate lessor license is required.

USED MOTOR VEHICLE DEALER (SEE "USED VEHICLE" DEFINITION ABOVE)

Minnesota Statutes 168.27, subd. 3

Licensed used motor vehicle dealers are entitled to:

- Sell, lease, wholesale, broker, or auction used motor vehicles.
- Solicit and advertise the sale, lease, wholesale, broker or auction of used motor vehicles.

Corporation Dissolved

A dealer license issued to a corporation becomes invalid when the corporation is dissolved.

Corporation Sold

If a corporation is licensed as a dealership and the corporation is sold, a new license is not required. However, the Dealer Licensing Unit must be informed of any change in the corporate officers, board members, etc.

DEALERSHIP NAME

If your dealership name changes, complete the *Dealer License Change of Name or DBA* form (PS2411). Submit the completed form with the original bond rider that reflects the new firm and address.

You must also file the name change with the Minnesota Secretary of State, Corporate Filing Office. They are available Monday through Friday, 8 a.m.-3 p.m. at (651) 296-2803.

OTHER CHANGES

Assumed Names "DBA (doing business as)"

If you wish to operate a license under more than one business name, you must file the assumed name (dba). Complete the *Dealer License Change of Name or DBA* form (PS2411) and submit it with a bond rider that lists the assumed name to the Dealer Licensing Unit.

You must also file the name change with the Minnesota Secretary of State, Corporate Filing Office. They are available Monday through Friday, 8 a.m.-3 p.m. at (651) 296-2803.

Liability Insurance Policy

Notify the Dealer Licensing Unit if there is a change in your liability insurance policy. The notification may be in the form of a letter, signed by an owner or officer of the dealership, or a copy of the new insurance policy.

Change of Bond Company

All bonds must be kept in *full force; continuous with no lapse in coverage*, or the dealer license is cancelled and you must reapply for a license. If you wish to change bond companies, the original cannot be cancelled until your new bond is approved by the Dealer Licensing Unit. The original bonds are filed with the Dealer Licensing Unit; a copy should be kept in your records.

Hours for Record Inspection

You must inform the Dealer Licensing Unit in writing of any changes in the hours that records are available for inspection before the change. An owner or officer of the dealership must sign the statement and include the dealership name, dealer license number, the new hours, and the effective date.

Phone Numbers

Phone number changes must be submitted in writing to the Dealer Licensing Unit in writing prior to the change. The statement must be signed by an owner or officer of the dealership and include the name of the dealership, the dealer number, the new phone number(s), and the effective date.

Temporary Closures

If you wish to close your dealership temporarily, an owner or officer of the dealership must notify the Dealer Licensing Unit in writing, in advance. If this is not possible, you must notify the Dealer Licensing Unit by phone, (651) 296-2977.

Going Out of Business

If your dealership is going out of business, contact the Dealer Licensing Unit to obtain a *Motor Vehicle Dealer Close-Out Statement*. The completed statement and all dealer certificates, plates, and permits must be surrendered.

Type of Dealer License (e.g., New to Used, etc.)

Every situation is unique. In general, if you want to change your type of dealer license, the *Dealer License Type Change* form (PS2414) must be completed and submitted with the documentation listed on the form.

DOCUMENTS AND RECORD KEEPING REQUIREMENTS

Minnesota Statutes 168A.11, Subd. 3

You are required to submit motor vehicle transfers and appropriate fees, within 10 business days. To determine the 10-day period, count the *first business day after the date of sale* as day one.

CONDITIONAL TRANSFER/REGISTRATION

If you are unable to obtain possession of the title or other pertinent documents within 10 business days, you must apply for a conditional transfer. If the Minnesota title is lost, an online duplicate should be applied for prior to filing the conditional transfer.

- If the reason for the conditional is a *missing title or signature/bill of sale* submit:
 - A letterhead letter stating the reason for the conditional and what documents you are waiting for. (If it is a title, the title state must be listed.)
 - An *Application for Title* (PS2000) signed by you (selling dealer) and your purchaser.
 - All transfer, registration fees, and sales tax.
- If the only document *missing is a lien release*, submit:
 - The title with the complete chain of ownership signed by the purchaser and you as the selling dealer, along with all other pertinent documents.
 - A letterhead letter providing the name and address of the lender for the missing lien release.
 - All transfer, registration fees, and sales tax.

Note: Do **not** submit secure reassignment forms when filing a conditional transfer. The title, complete chain of ownership, and all other pertinent documents must be submitted **together** at the time the conditional file is cleared.

BOOKS AND RECORDS

By federal law, you are required to retain all odometer statements for a period of 5 years.

Minnesota law requires that all acquisition and sale records are accurate, up-to-date, and on file for a minimum of 3 years. Records must be available for inspection by a representative of the department or peace officer during normal business hours at:

- Your primary dealer location, or;
- A *centralized location* – If you have three or more *new* motor vehicle dealers under common management or control, a single location may be designated for maintaining records that are more than 12 months old. The location must be at the established place of business of one of the affiliated dealers, or at a location within Minnesota not further than 25 miles from the established place of business of one of the affiliated dealers. Written notification to the Dealer Licensing Unit is required and the location is subject to approval. (Minnesota Statute 168A.11, Subd. 4).

Note: With approval, your records may be kept on a media other than paper (Minnesota Rule 7400.5900).

DOCUMENT FEES

Minnesota Statutes 168.27, subd. 11

The maximum amount that can be charged for a document fee is \$75.00. The document fee you charge must be disclosed to your customer and listed separately on the purchase contract/invoice; do not combine the document fee with other fees. "Official fees" imposed by the state (title fee, transfer fee, etc.) must be listed individually on the application and purchase contract/invoice.

ELECTRONIC NOTIFICATIONS

To file electronic notifications, obtain a login ID or contract with a deputy registrar office for the entry.

To obtain a login ID and password from DVS, complete the applicable contract/agreement/access forms. Forms are available at dvs.dps.mn.gov or by calling (651) 297-5352.

Dealer Junk Reporting

If you junk a vehicle an electronic notification is required (see "Salvage Vehicles" for more information).

Note: Do Not submit titles to DVS when junking a vehicle.

Dealer Held for Resale

Minnesota Statutes 168A.11, subd. 2

If you purchase a vehicle for resale that is titled and registered in Minnesota, submit an electronic notification (held for resale) to DVS within 48 hours. **Do not** wait until you have the certificate of title.

Reporting Sales to Out-of-State Buyers

Minnesota Statutes 168A.11, subd. 1

If you sell a vehicle to a buyer that is removing the vehicle from Minnesota:

- Submit an electronic notification (removed from state) to DVS within 48 hours.
- Remove the license plates and issue a *31-day Temporary Permit* (Minnesota Statute 168.091).

DOCUMENTS FOR VEHICLES

New Vehicles in Stock

- The assigned *Manufacturer's Certificate of Origin* (MCO) or photocopy.
- The dealer factory invoice or, if purchased wholesale, the purchase agreement with odometer statements.

Used Vehicles in Stock

- The assigned certificate of title or consignment agreement -- original or photocopy.
- Purchase invoice/agreement or trade-in agreement.
- If applicable, federal odometer and damage disclosure statements signed by all sellers and buyers.
- Power of attorney, if needed.
- Any other ownership and supporting documents required for the transfer.
- Proof of filing held for resale.

New and Used Vehicle Sales

- Copy of the assigned *Manufacturer's Certificate of Origin* (MCO), or, if used, a copy of the assigned certificate of title.
- Dealer's purchase invoice/agreement and the sales invoice/agreement to the purchaser.
- If applicable, federal odometer and damage disclosure statements signed by all sellers and buyers.
- Power of attorney, if needed.
- If sold to a Minnesota resident, a receipt from the deputy registrar with the deputy's PAID stamp. It is *recommended*, that the dealer photocopy the completed transfer before submitting and have the copy validated by the deputy registrar (a relatively simple way to meet some of the record keeping requirements).

Note: The dealer copy of the 21-day (*resident*) *Temporary Permit* - PS2434 or the 31-day *Non-Resident Vehicle In-Transit Permit* - PS2440 **must be kept in sequential order** (not in the vehicle file).

SALES AND PURCHASE INVOICES/AGREEMENTS

Minnesota Statutes 168A.11

Dealers must maintain a record of every vehicle bought, sold, exchanged, or received for sale or exchange; records must be maintained for a period of 3 years.

Sales and purchase invoices/agreements must include the following information:

- Names, address, and signatures of the seller(s) and buyer(s).
- The date of the sale. If the delivery date is different than the sale date, make a notation.
- A complete description of the vehicle being sold, including the year, make, vehicle identification number (VIN) and the license plate number.
- Purchase price of vehicle.
- A complete description of the trade-in, if applicable.
- When sold, you must itemize the fees and taxes collected on a retail sale (includes a vehicle sold to a dealer that is not licensed for that type of vehicle). Motor vehicle sales tax, registration tax, and title fees *must be listed separately* from any service charges.
- If the vehicle is completely paid for, indicate "Paid in Full" on the sales invoice.

LEASE/RENTAL VEHICLES

All leased vehicles in your fleet must be titled in your leasing company name. If you are subleasing from another leasing company you must have a copy of your lease contract.

The records must include:

Lease to a Minnesota Resident

- Dealer's purchase invoice/agreement.
- Copy of the Minnesota title or *Application to Title* (PS2000) stamped paid).
- Copy of the lease or rental agreement.
- Copy of the *Lessee Designation* form.

APPLICATION AFTER LAPSE

- You lose all dealer privileges after the expiration of a license and before a new license is granted.
- If you obtain a dealer license within 60 days after your license expires, you pay both the application fee and annual renewal fee, and any other applicable fees.
- If your license expires for more than 60 days you must re-apply and be issued a 90-day "temporary" license with a new dealer number assigned. Your application for the new dealer license may be approved or denied.

LICENSE NOT RENEWED

- If your dealer license expires without being renewed, you must immediately return the dealer license certificate, all dealer license plates, and all temporary vehicle permits to the Dealer Licensing Unit, or to your dealer inspector.
- Vehicles held for resale must be transferred and titled in your personal name. Motor vehicle sales and registration taxes automatically become due on new and used vehicles held for resale.
- You must immediately stop selling, leasing, brokering, wholesaling and auctioning vehicles and advertising or soliciting the sale lease, broker, wholesale and auction of vehicles.

CONDUCTING BUSINESS

This section applies to the retail sale or consignment sale of a motor vehicle by a dealer licensed as a new motor vehicle dealer, a used motor vehicle dealer, or salvage pool.

LICENSED LOCATION

Your dealership is licensed only for the locations listed on your dealer license application.

If you maintain a place of business in *more than one county*:

- New or used dealers must have a separate dealer license for each county.
- Motor vehicle lessors, wholesalers, auctioneers or brokers are allowed to maintain a place of business in more than one county under one license; all locations must be listed on the application. However, if a lessor sells previously leased or rented vehicles or a broker wants to establish another office location outside of the seven-county metropolitan area (other than cities of the first class), they must obtain a separate license for each non-metropolitan county location.

TEMPORARY ADDITIONAL LOCATION/SPECIAL OFF-SITE EVENT

Minnesota Statute 168.27, subd.10

As a participant in an off-site special event sale, you:

- May only conduct motor vehicle sales within the county you are licensed to do business in, or consign vehicles to a dealer licensed in that county.
Note: New vehicles must be consigned to a properly licensed franchised dealer.
- Must file a Temporary Additional Location form with the Dealer Licensing Unit 10 days before the event occurs.
- Cannot sell motor vehicles on Sunday.

USED VEHICLE WARRANTIES AND LEMON LAWS

Minnesota Statutes 325F

Dealers are required by law to offer certain warranties on certain vehicles that are sold to retail customers. *This includes vehicles sold on consignment.* Basic consumer information about warranties and the "lemon law" can be found at the Attorney General's website: www.ag.state.mn.us/Consumer/cars/MNCarlaws/

DEALER SALES TAX EXEMPTIONS

Minnesota Statutes 297B.035

You must have a valid Minnesota dealer license to be entitled to the following sales tax exemptions. All other parties selling motor vehicles are subject to sales tax on their acquisition of a motor vehicle.

Note: To qualify for sales tax exemption, the vehicle must be *titled your dealership name only*. If the vehicle is titled in joint ownership, the transfer is not exempt.

Dealer License and Franchise for New Vehicle Sales

- You must have a valid dealer license and be franchised to sell a *new* vehicle.
- If you are not franchised to sell that particular make, or are licensed as a used car dealer, you must title and register the vehicle in your name; sales and registration tax are due. Both your dealership and the person you sell the vehicle to owe sales tax.
- For additional information, see "What Is A Used Vehicle?" on page 2

Small Utility Trailers

- You do not need a dealer license to sell utility trailers with a gross vehicle weight of 4,000 pounds or less. However, you must have a Minnesota Sales and Use tax account number.
- You must have a valid dealer license to sell boat and snowmobile trailers.

Title Only – M.S. 168A.11, subd. 1

If you elect to apply for a title on a vehicle held for resale, you are not required to register the vehicle. However, you must pay one month's registration tax and the appropriate title fees.

Daily Rental

The dealer must collect monthly sales tax on the daily rental and submit the tax to the Minnesota Department of Revenue.

Leases

The dealer or leasing company must collect the sales tax in full at the time they execute the lease and submit the tax to the Minnesota Department of Revenue.

Business Use Vehicles

If you use a vehicle for your business (tow-truck, service vehicle, parts truck, etc.) sales tax is required. You can elect to pay either 6.5 percent motor vehicle sales tax on the full purchase price or pay general sales tax (Minnesota Statute 297A) monthly to the Department of Revenue.



MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER AND VEHICLE SERVICES

445 Minnesota Street
Saint Paul, MN 55101-5186
Phone: (651) 296-2977 Fax: (651) 297-1480
Web: dvs.dps.mn.gov Email: DVS.DealerQuestion@state.mn.us

OFFICE USE ONLY

DEALER NUMBER: _____

DATE RECEIVED: _____

INITIALS: _____

Minnesota Vehicle Dealer License – Commercial Location Checklist

This checklist describes (check one): ☐ Primary Location ☐ Additional Location
(Attach a separate checklist for each location)

Dealer Name: _____ Dealer Number: _____

Street _____

City _____ State _____ Zip _____ County _____

Commercial Building Requirement: New, Used, Salvage Pool, and Auctioneer Dealers must have a Commercial Building, which means a permanent, enclosed building that is on a permanent foundation and is connected to local sewer and water facilities or otherwise complies with local sanitation codes, is adapted to commercial use, and conforms to local government zoning requirements. (Minnesota Statutes, section 168.27 subdivision 1).

Commercial Office Space Requirement: Lessors, Wholesalers, and Brokers must have at least a Commercial Office Space, which means a space occupying all or part of a commercial building. (Minnesota Statutes, section 168.27 subdivision 1).

Instructions

- Check the type of dealer's license that applies
- Answer **T** (True) or **F** (False) to each statement that applies to the license type you checked.
- Dealership owner or officer must sign on reverse side of form.

Check the license type that applies to you: ☐ New ☐ Used ☐ Salvage Pool ☐ Additional Location ☐ DSB
☐ Display Lot - respond to statements 2, 7 & 8 only

T/F

1.		The dealer keeps all books and records necessary to conduct business at the main dealership location. The dealer maintains copies of the books and records at any additional locations they may have.
2.		The dealer owns the above location or leases the location (minimum one-year lease required). Please attach proof of ownership or Verification of Property Lease - form PS2407.
3.		The dealership has a separate and identifiable entrance that leads to the outdoors (See definition of commercial building above). May include a strip mall or commercial garage building. Other entrances that lead from other areas of the building must be closed and lockable (Commercial office space within a commercial building does not meet the statutory license requirement).
4.		The public cannot access the dealership by entering through any other business or residence that is located in the same building as the dealership.
5.		The dealership location is enclosed with floor to ceiling walls, a door that can be shut and locked to close off the entire entrance, and is designated for exclusive use of the dealership.
6.		The dealership location has an address that is separate from any other address in the building.
7.		The dealership has a display area, either indoors or outdoors, large enough to display at least 5 vehicles. This display area is designated for the exclusive use of the dealership and is distinguished from any other business' inventory.
8.		The dealership has a sign outside of the commercial building, in a public area that identifies the dealership. <ul style="list-style-type: none">• The sign must be in letters that contrast sharply in color with the sign background.• If the sign is on a commercial building or a display area, it must be readily legible during daylight hours from the nearest road or street.• If the dealer's display area is not adjacent to the dealer's commercial building, the sign at the display area must also indicate where the commercial building is located.
9.		The dealership's normal business hours are conspicuously posted and readily viewable by the public.
10.		Personnel or automatic telephone answering service is available during normal business hours.
11.		The above location meets all local zoning requirements as indicated on the Zoning Verification Form (PS2421).
12.		(New Vehicle Dealers Only) The dealership has a facility for the repair and service of motor vehicles and the storage of parts, not more than ten miles distance from the principal place of business.

Check the license type that applies to you: ☐ Wholesale License ☐ Lessor ☐ Broker

T/F

	The dealer keeps all books and records necessary to conduct business at the main dealership location. The dealer maintains copies of the books and records at any additional locations they may have.
	The dealer owns the above location or leases the location (minimum one-year lease required). Please attach proof of ownership or Verification of Property Lease Form (PS2407) .
	The dealership location is enclosed with floor to ceiling walls, a door that can be shut and locked to close off the entire entrance and is designated for exclusive use of the dealership.
	Personnel or automatic telephone answering service is available during normal business hours.
	The above location meets all local zoning requirements as indicated on the Zoning Verification - form PS2421 .
	(Broker Only) The dealership has a sign, clearly identifying the broker by name and listing the business hours. The sign is posted in a location readily viewable by the public.
	(Lessor Only) The dealership's normal business hours are conspicuously posted and readily viewable by the public.

☐ Auctioneer

T/F

	The dealer keeps all books and records necessary to conduct business at the main dealership location. The dealer maintains copies of the books and records at any additional locations they may have.
	The dealer owns the above location or leases the location (minimum one-year lease required). Please attach proof of ownership or Verification of Property Lease - form PS2407 .
	The dealership has a separate and identifiable entrance that leads to the outdoors or to a public area. The dealer may maintain other entrances to the dealership. Other entrances that lead from a commercial or residential space in the same building must be lockable and close the entire entrance. Shared office space, such as a reception area or secretary, does not qualify as a public area.
	The public cannot access the dealership by entering through any other business or residence that is located in the same building as the dealership.
	The dealership location is enclosed with floor to ceiling walls, a door that can be shut and locked to close off the entire entrance and is designated for exclusive use of the dealership.
	The dealership location has an address that is separate from any other address in the building.
	The dealership's normal business hours are conspicuously posted and readily viewable by the public.
	Personnel or automatic telephone answering service is available during normal business hours.
	The above location meets all local zoning requirements as indicated on the Zoning Verification Form (PS2421) .

☐ Limited Used Vehicle License

T/F

	The dealer keeps all books and records necessary to conduct business at the main dealership location. The dealer maintains copies of the books and records at any additional locations they may have.
	The dealer owns the above location or leases the location (minimum one-year lease required). Please attach proof of ownership or Verification of Property Lease Form (PS2407) .
	The dealership's normal business hours are conspicuously posted and readily viewable by the public.
	Personnel or automatic telephone answering service is available during normal business hours.

This place of business meets all standards outlined above. I understand that any incorrect statement constitutes material misrepresentation and as a result, the dealer license is subject to withdrawal.

X _____ DATE: _____
(Signature of Owner/Officer)

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DIVISION OF DRIVER AND VEHICLE SERVICES
Phone: (651) 296-2977 Fax: (651) 297-1480
Email: DVS.DealerQuestion@state.mn.us

DEALER UNIT STE 186
445 MINNESOTA ST
ST PAUL, MN 55101-5186

ITEMS REQUIRED TO BE FILED WITH THE MOTOR VEHICLE DEALER LICENSE

APPROPRIATE LICENSE FEES see application

DEALERSHIP INFORMATION

- Business name - if using a private individual's name, it must be followed by "Co", "DLR", etc.
- Type of ownership entity (Individual, Partnership, Corporation, or LLC)
- Liability Insurance for vehicles held for resale is required. If no policy number is available a copy of the binder with a binder number must be submitted. Policy number must be submitted within 30 days of application or the license shall be denied. (If Lessor, License, and all vehicle leases are 180+ day terms the lessee is required to insure the vehicle)
- Designate type of license being applied for (New, Used, Lessor, etc).
- All listed owners must have their signatures notarized.
- A business phone with a telephone answering system must be provided.
- Days and hours that the records will be available for inspection and also normal business hours must be provided.

OWNER INFORMATION (data privacy)

- Must list full name, driver license number and state of issuance, and social security number.
- Each officer listed must answer questions 1, 2 and 3.
- Criminal convictions relating to motor vehicles: call the dealer unit at (651) 296-2977.

MOTOR VEHICLE DEALER BOND (completed original bond must accompany the application)

Front

- Business name on bond must match business name on application; must include all assumed names.
- Business address on bond must match business address on application.
- Lower right corner:
 - signed by the principal (dealership)
 - signed and sealed by the bonding company (surety)

Back

- Acknowledgement of Principal must match type of business ownership entity (Individual, Partnership, Corporation, or LLC).
- Capacity Claimed by Signer - completed by the person signing the front of the bond as principal.
- Acknowledgement of Corporate Surety (completed by the bond company).
- Attached Power of Attorney from the bond company.

COMMERCIAL LOCATION (does not apply to Parts and Scrap Metal license applications)

- Commercial Location Checklist must be completed and signed by a listed owner of the dealership.
- Additional locations each require a separate Commercial Location Checklist, Zoning, and Lease.
- Must be able to answer TRUE to all items to qualify location(s) for the requested license.
- Each location must have notarized Zoning Approval for type of license requested.
 - If a Conditional Use Permit is issued, a copy must be provided.
- Property Leases must be for at least one year from the date of license application.
- Proof of ownership on property. (May be in the form of a deed or property tax statement)
- An additional location in a separate county requires a separate license (except some Lessors)

FRANCHISE AGREEMENTS

- Franchise agreement required for each make of new vehicle being sold (not required for trailers being sold by DSB licensees).
- Franchise must be signed by the manufacturer or distributor.

WORKERS COMP VERIFICATION STATEMENT must be completed and signed. Information regarding workers compensation contact the Department of Labor & Industry at (800) 342-5354

All applications must be completed. Incomplete or incorrect applications will be returned. All questions must be answered. Applicants must meet all standards at the time of application. A false statement on an application for state license constitutes material misrepresentation and subjects the license to immediate denial.



MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER AND VEHICLE SERVICES

445 Minnesota Street
Saint Paul, MN 55101-5186

Phone: (651) 296-2977 Fax: (651) 297-1480

Web: dvs.dps.mn.gov Email: DVS.DealerQuestion@state.mn.us

MOTOR VEHICLE DEALER LICENSE SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, That we

Bond Number: _____

Firm Name, Individual Name, or all Names of all Partners _____

Doing Business As (business name): _____

Check One: ☐ Individual Owner ☐ Partnership ☐ Corporation ☐ LLC

Business Address (Must be the same as dealer license application) _____

as principal, and _____ as surety are held and firmly bound to the State of Minnesota to indemnify the State of Minnesota and any transferor, or seller, or purchaser of a motor vehicle for any monetary loss caused by failure of the Principal to meet the obligations imposed by the laws of this state, including the conduct required of a licensee by Minnesota Statutes, section 168.27, and the payment of all taxes, license fees, and penalties, in the amount for which payment is to be made and for which we bind ourselves, jointly and severally, our joint and several heirs, executor, administrators, successors and assigns, provided that the aggregate liability under this bond shall not exceed the amount indicated below during the term for which it is issued.

Dealer Bond in the amount of \$ _____

Term: From: _____, 20 ____ to _____, 20 ____ or

Continuous: From: _____, 20 ____ .

WHEREAS, the above bonded Principal desires that a motor vehicle dealer's license be issued by the Registrar of Motor Vehicles, State of Minnesota; and

WHEREAS, this bond executed by the said Principal and Surety is filed with the Registrar in compliance with the provisions of Minnesota Statutes, section 168.27, subdivision 24, to enable said Principal to obtain a license from the Registrar of Motor Vehicles under the provision of that law,

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the obligations imposed by the laws of this state, including taxes, license fees and penalties, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

THIS BOND may be canceled at any time as to the future liability upon the Surety's giving a least thirty (30) days written notice to the Registrar of Motor Vehicles of the State of Minnesota, in which event the Surety's liability shall terminate at the expiration of such notice period except as to all acts covered by this bond occurring prior thereto.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation

this _____ day of _____, 20 ____ .

Principal (Business Name)

(SEAL)

By:

Principal Must Sign

(SEAL)

(SEAL)

Surety

By:

Attorney in Fact

(SEAL)

ACKNOWLEDGEMENT OF PRINCIPAL

(This certificate must be attached to the Minnesota Motor Vehicle Dealer Bond)

STATE OF _____

COUNTY OF _____

Check capacity Claimed by Signer	Signer Representing (Name of Business)
<input type="checkbox"/> Individual Owner	
<input type="checkbox"/> Partners	
<input type="checkbox"/> Corporate Officer - Position: _____	
<input type="checkbox"/> LLC - Position: _____	

On _____ before me personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. FURTHER, if the principal is a corporation or a limited liability corporation, the aforesaid acknowledges that the seal affixed to the foregoing bond is the corporate seal of the corporation, and that said bond was executed in behalf of the corporation by authority of its Board of Directors.

WITNESS my hand and official seal.

Signature _____
Notary Public

(SEAL)

ACKNOWLEDGEMENT OF CORPORATE SURETY

(Power of Attorney **MUST** be attached)

STATE OF _____

COUNTY OF _____

On _____ before me personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she is the aforesaid officer of Attorney-in-Fact of the _____, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Signature _____
Notary Public

(SEAL)

MATT BOSTROM
RAMSEY COUNTY SHERIFF

CIVIL DIVISION
25 West 4th Street, Suite 150
St. Paul, MN 55102
Telephone: (651) 266 - 9330
Telefacsimile: (651) 266 - 9328



The below list are the necessary documents that need to be sent to the Ramsey County Sheriff prior to conducting a Vehicle Sale.

1. A copy of the Notice of Sale sent to the Registered Owner. This notice must also be sent to any Lien Holders, if applicable. This notice must have the Date, Time (2pm), Address Location of the sale, Vin#, Make and Model of the vehicle, name of registered owner of the vehicle, amount due and owing, and the daily rate at which storage is accruing. The notice must also list the Name, Address, and phone # of the current lien holder (yourself or your business).
2. Copies of Registered Mailing receipts sent to Registered Owner and Lien Holders.
3. Copy of Published Notice
4. \$60 fee to conduct the sale, payable to Ramsey County Sheriff



INSURANCE
AUTO AUCTIONS

NOTICE IS HEREBY GIVEN

That the personal property described as follows, to wit:

1998 Cadillac Seville, VIN 1G6KS54Y4WU934327

will be sold at public auction by the Ramsey County Sheriff on the
____ 26th of February 2008 at 2PM____ at 1280 Jackson St in the city of
Saint Paul, county of Ramsey, state of Minnesota to pay and satisfy a
lien which is claimed due thereon from **Corlandras Shuntae Smith**
as the owner, thereof to Insurance Auto Auctions Inc., in the sum of
\$138.00 computed to the day of said sale, exclusive of the expenses of
said sale and the advertising thereof, together with the necessary
expenses of advertising and making said sale; and that the grounds of
said lien are as follows, to wit:

Advanced storage costs, towing and our storage and handling costs
of said vehicle since the date we received it that was on or about
9/10/2007 and is our stock number **3428932**.

SAMPLE

Notice sent to registered owner
& any lien holders

**NOTICE OF SALE OF
PERSONAL PROPERTY TO
SATISFY LIEN THEREON**

NOTICE IS HEREBY GIVEN:

That the personal property described as follows, to wit: will be sold at public auction by the Ramsey County Sheriff on the 15th of September at 2:00 PM at 1280 Jackson St. in the city of Saint Paul, county of Ramsey, state of Minnesota to pay and satisfy a lien which is claimed due thereon from below listed owners as the owner, thereof to Insurance Auto Auctions Inc., in the sum of monies listed below, computed to the day of said sale, exclusive of the expenses of said sale and the advertising thereof, together with the necessary expenses of advertising and making said sale; and that the grounds of said lien are as follows, to wit:

Advanced storage costs, towing and our storage and handling costs of said vehicle since the date we received it, that was on or about

12/20/2007 - 1999 Saab 9/5 VIN VS3EF48Z7X3047591 Owner Golden Ouhanka, owing \$709.00 upon release of the vehicle, Stk 3761008

1/22/2008 - 2002 Ford Taurus VIN 1FAPP55U12A157274 Owner Daniel Wisner, owing \$824.00 upon release of the vehicle, Stk 3900560

2/18/2008 - 1998 Honda CR-V VIN JHLRD1862WC034855 Owner Amy Meester owing \$370.00 upon release of the vehicle, Stk 4018728

11/3/2007 - 1999 Chevrolet Blazer VIN 1GNDT13W6X2124620 Owner Lawrence Dowdle, lien holder Wells Fargo owing \$892.00 upon release of the vehicle, Stk 3622316

2/25/2008 - 1999 Chevrolet Lumina VIN 2G1WL52M6X1108953, Owner Joann Veres, lien holder US Federal Credit Union, owing \$425.00 upon release of the vehicle, Stk 3978408

5/6/2008 - 1995 Volvo 840 VIN YV1J56615S3197935, Owner Sally McGuire Huth, owing \$353.00 upon release of the vehicle, Stk 4210628

4/30/2008 - 2000 Chevrolet Prizm VIN 1Y1BK5282YZ408330, Owner Fatima Jagno, owing \$650.00 upon release of the vehicle, Stk 4384933

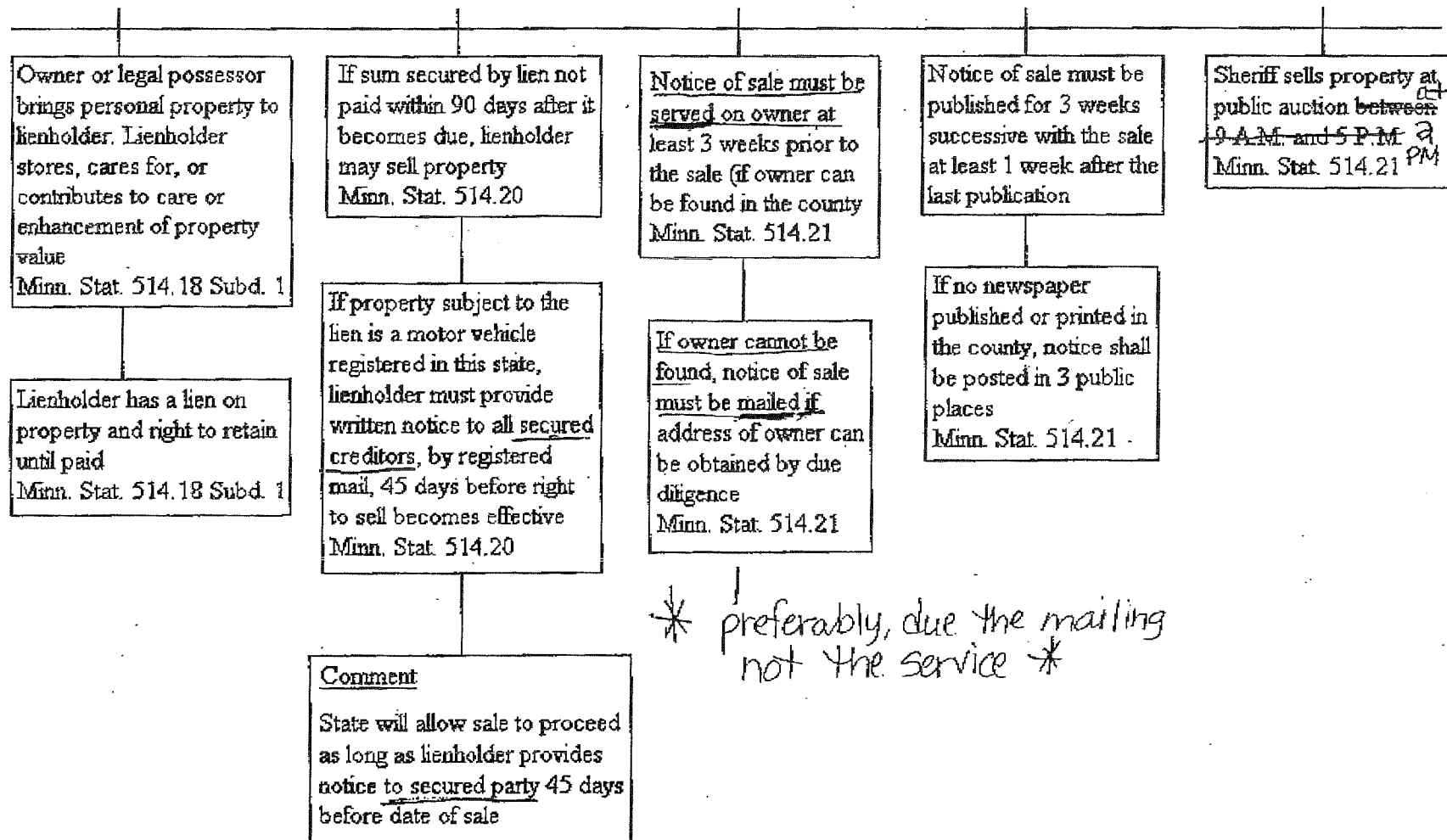
1/14/2008 - 2001 Chevrolet Monte Carlo VIN 2G1WX15K219117004, Owner Esayas Sultan, lien holder City and County Federal Credit Union owing \$361.00 upon release of the vehicle, Stk 3810347

(July 31-August 7-14)

===== ST. PAUL LEGAL LEDGER =====
22174064

SAMPLE

Mechanics Lien Sale



* preferably, due the mailing
not the service *

Sheriff's fee to conduct sale: \$60 payable to Ramsey County Sheriff
(per vehicle)

CONDITIONAL USE PERMIT AMENDMENT

STREET LOCATION: 3854 N. Lexington Avenue

PROPERTY OWNER: George Reiling
661 Heinel Drive
Roseville, MN 55113

LEGAL DESCRIPTION: The East 174 feet of the West
229 feet of the South 184
feet of the Southwest 1/4 of
the Northwest 1/4 of Section
26, Township 30, Range 23

ZONING DISTRICT: C-2, Hwy. Commercial

SPECIAL USES PERMITTED: Operation of an automobile
service station including a
car wash, outside display
areas and grocery sales and
in accordance with the
following special conditions
or restrictions.

SPECIAL CONDITIONS OR RESTRICTIONS:

1. This Special Use Permit shall supersede all conditions listed in the Special Use Permit dated October 5, 1970.
2. The property shall be used and maintained in accordance with the Site Plan and building floor plan dated 8-5-83 and signed by the City Planner.
3. No work shall be done on the premises which requires painting or automobile body work.
4. No vehicles may be offered for sale on the property.
5. The property shall be maintained in a neat and orderly condition at all times.
6. All refuse shall be stored and screened as shown on the Site Plan.
7. Outside display areas shall be limited to the following areas as shown on the site Plan:
 - A. New tire display on the north side of the building.
 - B. Vacuum cleaner service on the north side of the building.
 - C. Concrete walkway adjacent to the front of the building.
 - D. Gasoline pump islands.
8. It is recognized that as a permitted use, retail sales of groceries will be conducted on the property in the area designated on the floor plan dated 8-5-83.
9. All parking spaces shall be designated with paint on the blacktop.

10. The existing sanitary sewer dumping station shall be available to the public for disposal of contents of sewage holding tanks of mobile trailers.
11. The applicant is responsible for obtaining necessary permits or licenses from the Ramsey County Department of Health and the Minnesota Department of Agriculture.
12. The City retains the right to inspect the facility at any time to insure conformity with applicable codes, appearances and safety standards, including adverse effects on surrounding properties.
13. The applicant and property owner shall reimburse the City for all costs incurred in order to enforce the provisions of the special use permit including attorney fees.
14. To protect against on site and off site littering, at least one trash container shall be provided at each exit door and on each gasoline pump island.
15. The City retains the right to inspect the facility at any time to insure conformity with applicable codes, appearances and safety standards, including adverse effects on surrounding properties.
16. Any request for major deviation from this permit will require an amendment.
17. In the event that any interest in the property is conveyed, in total or in part, the provisions of this Special Use Permit shall be conveyed.

Approved by the City Council of Shoreview, Minnesota this 6th day
of September, 1983.

APPLICANT:

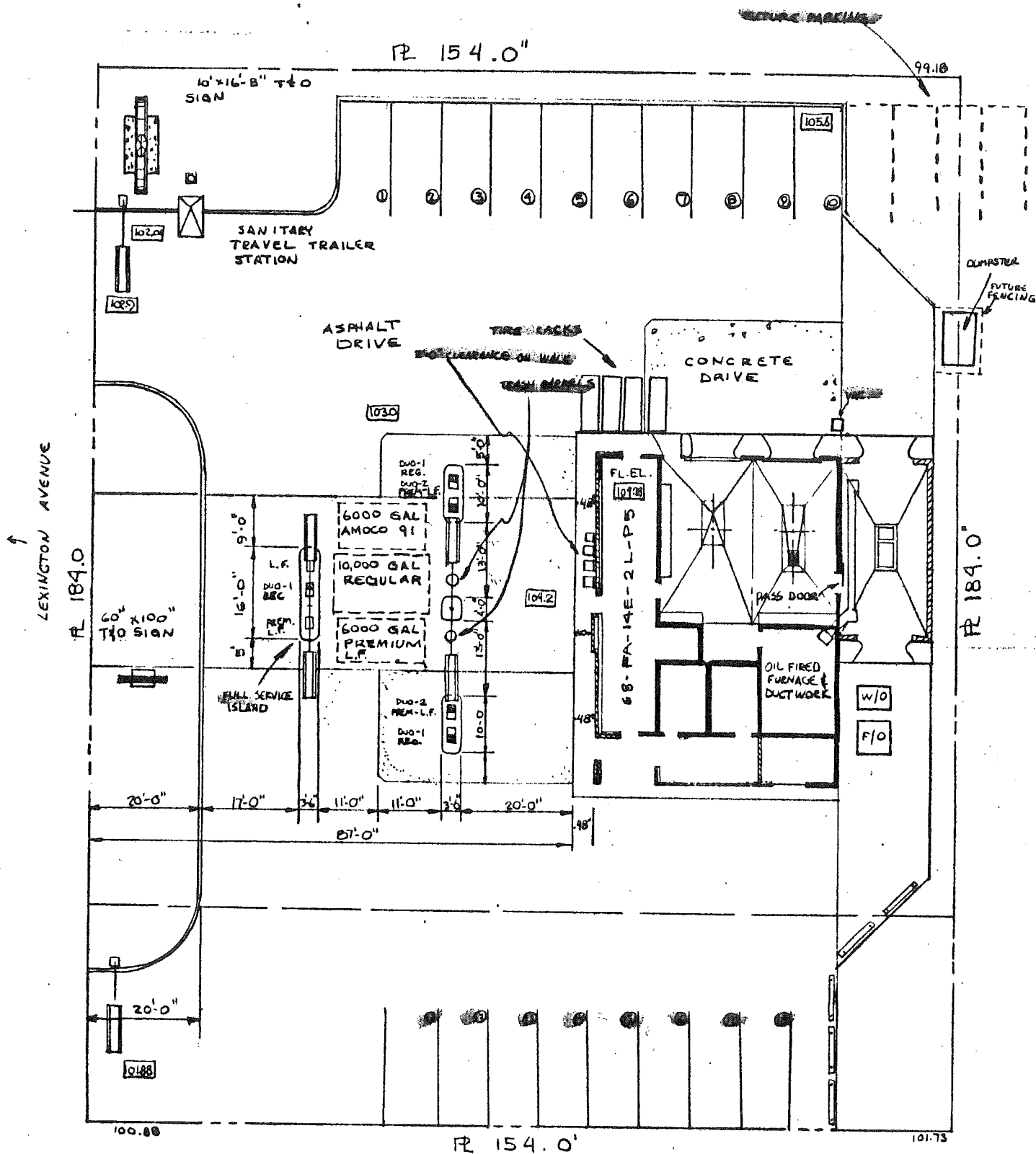
Myron P. J. Bennett
Gary R. Reitz

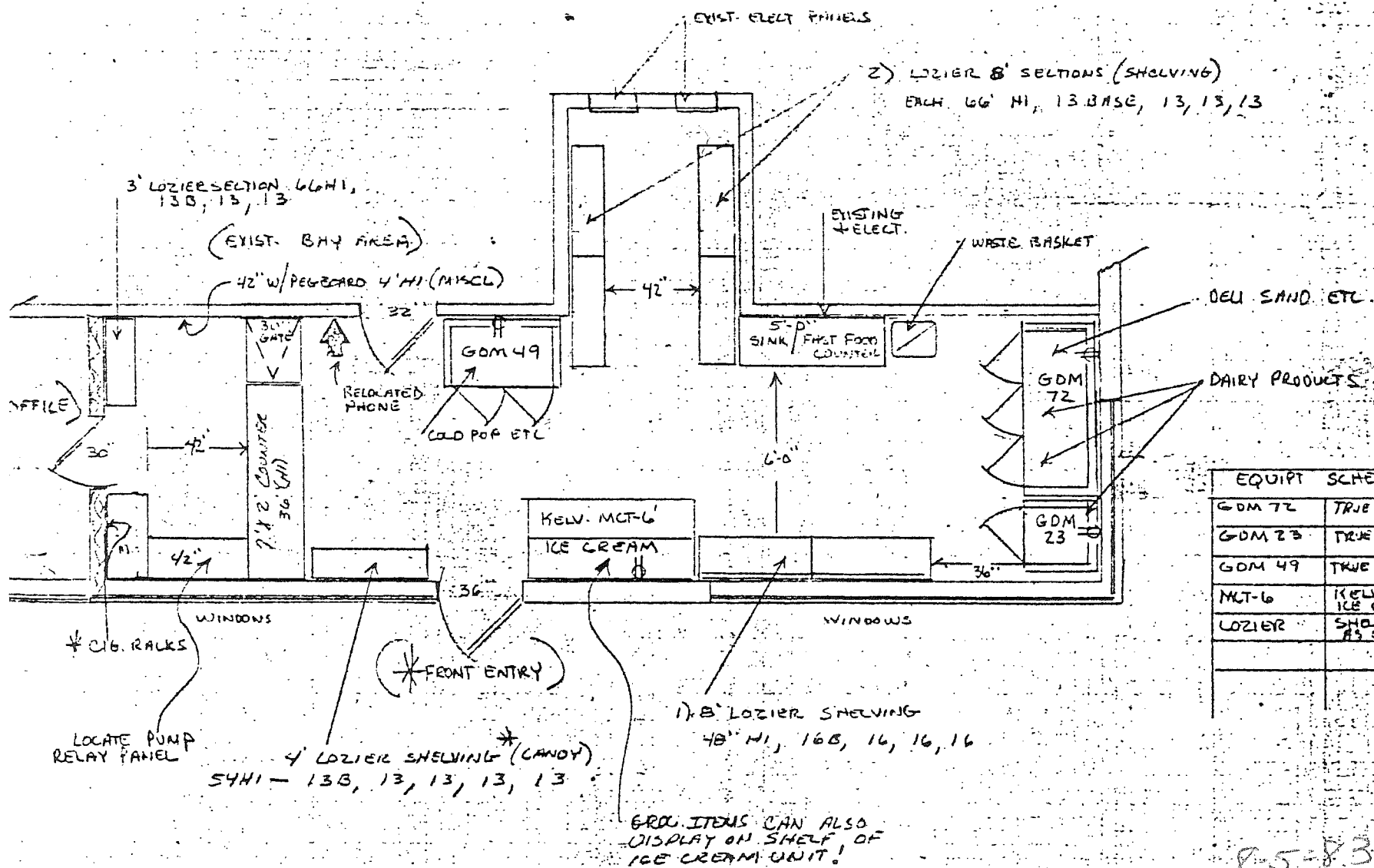
CITY OF SHOREVIEW:

Richard A. Wedell
Richard A. Wedell, Mayor
Gary L. Dickson
Gary L. Dickson, City Manager

DATE: September 7, 1983

NEW DRAWING SUBMITTED
8-5-83
w.l.





EQUIPT SCHEDULE	
GDM 72	TRUE COOLER
GDM 23	TRUE COOLER
GDM 49	TRUE COOLER
MCT-6	RELV. MCT-6
LOZIER	SHOLVING AS SHOWN

8-5-83

1742

File

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD MARCH 1, 1999**

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City at 7:00 PM.

The following members were present: Mayor Martin, Councilmembers Huffman, Landwehr, Reiter and Wickstrom.

And the following members were absent: none

Member Wickstrom introduced the following resolution and moved its adoption.

**RESOLUTION NO.99-18
CONDITIONAL USE PERMIT AMENDMENT**

WHEREAS, the Automotive Ventures, Inc. applied for a conditional use permit amendment to construct an addition onto and remodel the existing service station, expand the parking lot and construct a car wash facility at the property described in the preliminary plat as:

Lot 1, Block 1, George Reiling 2nd Addition

(This property is more commonly known as 3854 Lexington Avenue North, Shoreview, Minnesota.)

WHEREAS, automotive service stations are a conditional use in the C-2, General Commercial, Zoning District; and

WHEREAS, the applicant is requesting an amendment to expand the existing Amoco Service Station at 3854 Lexington Avenue North which is within a C-2 Zoning District; and

WHEREAS, the Planning Commission held a public hearing on the proposal and found that the proposed use was consistent with the Comprehensive Guide Plan and that the proposed use would not have a detrimental effect on the character and development of the neighborhood; and

WHEREAS, the City Council is authorized by state law and the City of Shoreview Development Code to make final decisions on conditional use permit requests.

NOW, THEREFORE, BE IT RESOLVED BY THE SHOREVIEW CITY COUNCIL, that the above-described conditional use permit be approved on the basis of the following findings of fact:

1. The proposed improvements would not have a negative effect upon the health, safety and general welfare of the occupants of surrounding lands, including, but not limited to, the factors of noise, glare, odors, and existing and anticipated traffic conditions, including parking facilities on adjacent streets.

2. The proposed improvements would be an improvement to the existing condition and would not have a detrimental effect on property values in the surrounding areas.
3. The proposed improvements are located on a parcel designated as C, Commercial, in the Comprehensive Guide Plan. This designation allows commercial uses such as an automotive service station. Therefore, the proposed improvements would conform to the Comprehensive Guide Plan.
4. The proposed addition complies with the requirements of the C-2, General Commercial Zoning District.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE SHOREVIEW CITY COUNCIL that a Conditional Use Permit Amendment for the expansion of the existing Amoco Service Station is hereby approved, subject to the following conditions:

- 1) This amendment permits the following improvements on the property:
 - a) the construction of a detached 4,588 square foot car wash
 - b) the construction of a 288 square foot office addition
 - c) the remodeling of the existing service station to provide two additional services bays and a customer lounge
 - d) the expansion of the parking area
- 2) These improvements shall be constructed in accordance with the plans submitted.
- 3) The applicant shall adhere to the conditions of the previous special/conditional use permits issued for this property.
- 4) The parking area shall be used for employee parking and the parking of customer vehicles currently being serviced. Exterior storage is not permitted on this property. All vehicles shall be licensed, and no vehicles shall be stored on site for more than 30 consecutive days.
- 5) The final plat is approved by the City Council and recorded with Ramsey County.
- 6) Approval is received by the City Council for the rezoning and site and building plan review.
- 7) No additional signage is allowed on site until approval is received from the City Council for the Comprehensive Sign Plan.

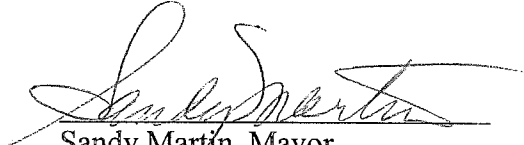
Resolution 99-18

Page 3

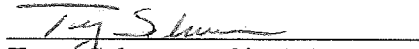
The motion was duly seconded by Huffman and upon a vote being taken thereon, the following voted in favor thereof: all members present.

And the following voted against the same: none

Adopted this 1st day of March, 1999.


Sandy Martin, Mayor
Shoreview City Council

ATTEST:


Terry Schwerm, City Manager

SEAL

OLD BUSINESS

CONDITIONAL USE PERMIT

FILE NO: 2445-12-8
APPLICANT: Automotive Ventures Group, Inc. / Karen Properties, LL
LOCATION: 3854 Lexington Ave North

Presentation by City Planner Kathleen Nordine

The proposal is to amend the company's permit to allow limited automotive sales on the property. The reason is to be able to address vehicle forfeiture by customers who, for economic reasons, cannot pay for car repairs. The station would purchase the vehicle from the owner and resell it. The maximum number of vehicles for sale would be five. Vehicles for sale would be located in an existing parking lot adjacent to Lexington Avenue and I-694.

The Planning Commission tabled this application at its last meeting and requested further information related to signage, scope of vehicles to be offered for sale, state licensing requirements, current sales data and the proposed parking location for these vehicles.

The applicant has responded that signage would be removable window signage with no painting, penants, or banners. Staff would require that signs be limited in size to a maximum of 11" x 17". Although state licensing requires a minimum of five vehicles for sale, the applicant anticipates not more than three vehicles would be for sale at any one time based on past history. The vehicles that would be offered for sale would be ones that were brought in for repairs that the owner could not pay for. No commercial vehicles would be sold.

The applicant would apply for a Used Vehicle Dealers License. The applicant has the required liability insurance but would also be required to submit a \$50,000 bond. Within the past year, four vehicles have been offered for sale. In the past month there have been two. Vehicles on display for sale are typically on-site for from one to three months.

The City's Developemnt Code allows automotive sales int he C-2, General Commercial District, the zoning designation of the subject property. A Conditional Use Permit may be granted if the use is permitted in the zoning district and standards and criteria of the Code are met. There is nothing specific in the City's Code that establishes criteria for automotive dealerships.

The proposal is in compliance with the Comprehensive Plan and compatible with the neighborhood. No additional improvements are needed for this proposed use. Parking capacity on the property can accommodate the proposed additional use. Staff is recommending that the Planning Commission recommend approval to the City Council with the conditions listed in the staff report that include prohibition of use of the reader board sign for automotive sales and reimbursement to the City for any enforcement issues.

Commissioner Ferrington asked what provision is made for the Conditional Use Permit to be revoked if there are violations. Ms. Nordine explained that the permit can be revoked if there are violations to the conditions placed upon the permit. A violation not related to automotive sales would not be a basis to revoke this Conditional Use Permit. She noted that there are several Conditional Use Permits on this site that will be consolidated to the extent possible when this is presented to the City Council.

Commissioner Proud agreed with the consolidation and stated that because of noncompliance with the reader board and other signage, he would like to see leverage for City enforcement within the conditions of the Conditional Use Permit. Condition No. 11 does not cover all City enforcement costs. City Attorney Filla stated that if the applicant is in violation of City Code, the City can pursue enforcement. Costs can be requested from the court.

Commissioner Proud responded that although he has not represented the City, in other instances he has not been successful in obtaining costs through the court, unless it was in a written contract. That is why he does not believe the City had the necessary leverage for enforcement. City Attorney Filla stated that the Conditional Use Permit is for the use, not the entire site. Commissioner Proud requested that the enforcement provision be written to cover the entire site.

Commissioner McCool suggested a condition that would include employees not parking in the spaces for auto sales. Ms. Nordine stated that staff does not believe there is a parking issue on the site, which is why such a condition was not included.

Commissioner Ferrington stated that her concern is that it will take significant enforcement to insure this site remains in compliance. She would like to see language used in future applications that builds in a way for the City to recoup enforcement costs.

Commissioner Wenner referred to condition No. 8, "Vehicles offered for sale on this property shall include only those acquired by the service station operating on this property. These vehicles shall include only those forfeited or acquired from service station customers. Vehicles from other service stations, including those owned by the same operator, shall not be offered for sale on this property." He suggested a change to the first sentence that would read, "Vehicles offered for sale on this property shall be limited to those vehicles acquired...". This would prohibit vehicles brought in from other locations to be sold from this site.

Commissioner Schumer noted that the third sentence in condition No. 8 addresses that concern.

Commissioner Solomonson noted that the Sinclair station across the street is owned by the applicant and vehicles can be sold from that site.

Commissioner Proud asked if there are restrictions on the signage for selling vehicles in regard to color, lighting, whether the reader board can be used. Ms. Nordine stated that no lighting is allowed, nor use of the reader board. The signage would be paper. Color is not addressed.

Mr. Mark McClain, 3850 Lexington Avenue N., stated that the purpose of this application is not to become a used car lot. The purpose is to be able to have a few vehicles for sale as the need arises. It can be done subtly and as a service to the City. It is a growing customer demand from people who cannot afford their car repairs. Also, people ask if he knows of a good used car. This use needs to be part of his business plan. In the year he has been on this property, no vehicles have been sold from the Sinclair site. The state requirement is to have five stalls for cars for sale. He does not anticipate more than two or three at a time. He is not required to have five vehicles in those required five stalls. Having a state license makes it easier for title work, administration and the fact that detailed must be kept to comply with the license. The license also assures customers. A license would also require that a sale would be subject to the No Lemon Law. Signs are planned, but it will not be a big part of the business. Advertising can also be done on the internet. The stalls can be designated to keep traffic flow efficient. Keeping the sales subtle will not impact the new businesses coming into the area. The restrictions proposed for the Conditional Use Permit are reasonable.

Commissioner Proud thanked Mr. McClain for his forthright answers to the Commission's questions. He asked if any sales would be on consignment and suggested black and white signage with no lights or digital. **Mr. McClain** stated that he will use professional signs. There will be no consignment sales.

Commissioner McCool asked if there is a need for the ability to sell vehicles on both the Sinclair site and the subject site. **Mr. McClain** stated that he is willing to rescind his ability to sell cars at the Sinclair site. It would not be feasible to only sell cars at the Sinclair site because of the volume difference between the two sites.

Chair Solomonson opened the discussion to public comment. There was none.

Chair Solomonson stated that with such tight restrictions for this Conditional Use Permit, his concern is allowing this additional use. There is a lot going on commercially in this area. He is not in favor of changing the Conditional Use Permit.

Commissioner McCool noted that the Conditional Use Permit granted in 1983 requires reimbursement to the City for all enforcement costs. This condition would still be in place, and he agrees with staff that all of the Conditional Use Permits granted for the site should be consolidated with reimbursement subject to all conditions of all the Conditional Use Permits. This is a use that works. The conditions placed on the use will keep it low volume and work for the concerns expressed by the Commission. This is helping a business out that is making a reasonable request.

Commissioner Schumer agreed stating that the additional use is simply an expansion of the existing business, not something new. It is a natural progression that will be low volume. What is proposed is part of doing business, and he supports the application.

Commissioner Ferrington stated that she is not comfortable bringing used car sales to the City. However, the use is allowed regardless of personal feeling. City Attorney Filla stated that the use can be regulated but not prohibited.

Chair Solomonson asked how the use was prohibited in the first place. City Attorney Filla responded that he would have to look to see if, at an earlier time, the use was prohibited by Code.

Commissioner Proud stated his support with his suggested changes to condition Nos. 6 and 8.

Commissioner Wenner agreed and stated that the applicant has explained how his industry has changed. These situations are presented to him, and he is trying to provide a service. The Code allows this use and the City should help to solve this issue.

Commissioner Thompson stated that she would support the application. Her concern of placement of parked cars and traffic flow have been addressed.

Chair Solomonson stated that this would set a precedent for increased car sales in the zoned C-2 areas in the City. Also, there is nothing to explain why car sales were prohibited on this site. He would like to see the Code revisited in this instance.

MOTION: by Commissioner Schumer, seconded by Commissioner McCool to recommend the City Council approve the Conditional Use Permit for Automotive Ventures, Inc./Karen Properties, LLC allowing automobile sales on the property at 3854 Lexington Avenue. Said approval is subject to the following conditions with one change in condition No. 6, line 2, to read that window signage shall be non-electronic and not lighted and shall not exceed the size of 11" x 17" in area; and approval is based on the four findings listed.

- 1) This amendment permits automobile sales on the property provided the maximum number of vehicles for sale at any one time does not exceed 5.

- 2) Condition No. 4 in Conditional Use Permit 971-83-22 which states "no vehicles may be offered for sale on the property" is rescinded.
- 3) Condition No. 4 in Conditional Use Permit 99-18 is hereby modified as follows. The parking area shall be used for employee parking, the parking of customer vehicles currently being serviced and vehicle sales as conditioned with this permit. Exterior storage is not permitted on this property. All vehicles shall be licensed and operable. No vehicles, with the exception of those for sale, shall be stored on the site for more than 30 consecutive days.
- 4) Automobile vehicles for sale shall be limited to passenger vehicles only. The sale of commercial vehicles is prohibited.
- 5) Automobile vehicles for sale shall be displayed on the property in the parking areas as identified in the submitted site plan.
- 6) Additional signage advertising car sales is not permitted on the property, with the exception of window signage displayed in the vehicle being offered for sale. Said window signage shall not exceed 11" x 17" in area. The existing message center sign shall not be used to advertise vehicles for sale.
- 7) Third party sales are prohibited.
- 8) Vehicles offered for sale on this property shall include only those acquired by the service station operating on this property. These vehicles shall include only those forfeited or acquired from service station customers. Vehicles from other service stations, including those owned by the same operator, shall not be offered for sale on this property.
- 9) Records shall be made available at the City's request documenting the acquisition and sale of vehicles. Said records shall include, but may not be limited to: reason for forfeiture, acquisition method, date of acquisition from the seller, and the date sold by the dealership,
- 10) The Permit holder must have a valid Minnesota motor vehicle license to sell cars on this property.
- 11) Permit holder shall reimburse the City for all costs incurred, including legal fees, in order to enforce the terms of this conditional use permit.

This approval is based on the following findings:

- 1) The use is in harmony with the general purposes and intent of the Development Ordinance.
- 2) The use is in harmony with the policies of the Comprehensive Guide Plan.
- 3) Certain conditions as detailed in the Development Ordinance exist.
- 4) The structure and/or land use conform to the Land Use Chapter of the Comprehensive Guide Plan and are compatible with the existing neighborhood.

DISCUSSION:

Commissioner Proud offered an amendment to the end of condition No. 8 that would read, "These vehicles shall include only those forfeited or acquired from service station customers in satisfaction of unpaid repair charges."

Commissioner McCool noted the situation where someone came in and could not afford the repairs. The station then bought the car, made the repairs and sold it. In that instance, there would have not been a satisfaction.

Commissioner Schumer stated that he cannot support the amendment because of the example described by Commissioner McCool.

Commissioner Proud stated that he would not want to support instances with vehicles brought in to be sold before the station makes the repair. That is operation similar to a used car lot.

Commissioner Wenner seconded the amendment.

Commissioner McCool asked **Mr. McClain's** reaction to the amendment. **Me. McClain** stated that unpaid repair does not cover the charge for diagnostics on the car. The amendment complicates the matter. Commissioner McCool stated that he would vote against the amendment because the application is for cars that are brought in for repairs but cannot afford the work. He also does not want to see this turned into an open sales site, but the amendment stipulating just satisfaction of charges does not give the business what it needs.

VOTE ON FIRST AMENDMENT:

Ayes - 2 (Proud, Wenner) Nays - 5 (Ferrington, McCool, Schumer, Thompson, Solomonson)

The amendment failed.

Commissioner McCool offered an amendment to the second sentence of condition No. 8 to read, "These vehicles shall include only those forfeited or acquired from customers whose vehicles are at the service station for repairs." Commissioner Ferrington seconded the amendment.

VOTE ON SECOND AMENDMENT:

Ayes - 7 Nays - 0

The amendment was adopted.

VOTE ON MOTION:

Ayes - 6 Nays - 1 (Solomonson)

required front and side yard setbacks. These are unique circumstances related to the property and not created by the property owner.

4. **Character of Neighborhood.** The neighborhood is eclectic with a variety of lot sizes and house styles. The applicant's property is one of the smaller lots in the neighborhood. Expansion of the structure towards the lake would have greater impacts on the lakeshore environment and adjoining properties. Houses on the adjoining properties are also setback only a few feet from the side property lines. Placing the addition above the garage will minimize impacts on these adjoining homes since the garage area is not directly adjacent to the living areas of the two adjacent residential structures

VOTE: AYES: 7

NAYS: 0

PUBLIC HEARING - CONDITIONAL USE PERMIT

FILE NO.: 2445-12-8

APPLICANT: AUTOMOTIVE VENTURES GROUP/KAREN PROPERTIES, LLC

LOCATION: 3854 LEXINGTON AVENUE NORTH

Presentation by City Planner Kathleen Nordine

The application is for a Conditional Use Permit that would amend an existing Conditional Use Permit. The property is used for an automotive fuel/service station/car wash. The request is to add retail automotive sales to the property. In 1983, an amendment to the Conditional Use Permit was adopted to prohibit automotive sales on the property. In 1999, a further amendment was added to prohibit storage of cars on the site for more than 30 days.

The applicants have experienced an increase of vehicle forfeiture by customers. Some vehicles would be purchased from the customer, repaired and then offered for sale by the station. The maximum number of cars for sale would be five. They would be located in the existing parking lot adjacent to Lexington Avenue and I-694.

The property is zoned C-2, General Commercial. Automotive sales are permitted as a conditional use.

Surface parking consists of 44 stalls. There are 16 stalls for fuel pump parking. Code requires a total of 48 stalls. The applicant indicated that approximately 50% of the stalls are not used; five on the western portion of the property would be dedicated for sales use. The applicant anticipates an average of two vehicles on sale per month, but in order to obtain a dealer license, there must be space for five vehicles.

Staff is concerned about adding this use to a property that is already being used intensively. Introducing auto sales on this site may also set a precedent for other service stations. There are also concerns about adding this use when recent development investment has occurred in the area with other needed commercial

services for the community. Third-party sales are prohibited. No additional signage would be allowed, except window signs in the vehicles.

Conditions in the Development Code are met in that no additional improvements are needed for this use, and the parking lot has the capacity to accommodate this additional use.

Property owners within 350 feet were notified, including in Arden Hills. No comments were received.

The proposed use is consistent with the commercial land use designation and policies. This use must be restricted because of other uses on this property. Staff is requesting that the Planning Commission recommend the City Council approve with the conditions listed in the staff report.

Commissioner Wenner stated that allowing this use would set precedent for other service stations that also have the capacity. Ms. Nordine stated that is also a concern of staff. The location at Lexington and I-694 with restrictions would be unique enough to not set precedent. Commissioner Wenner stated that consumers like to buy cars where there are a number of dealers in the same location. He believes this would set a precedent.

City Attorney Filla stated that the City Code allows this type of use. If this use is not desired, consideration should be given to amending the Code and putting this application on hold.

Chair Solomonson noted that there are no other car sales in the City. He asked if the prohibition is particular to this conditional use permit. Ms. Nordine answered that it is. Chair Solomonson asked how other dealers might set up a business in Shoreview. Ms. Nordine responded that the property would have to be zoned C-2, and a conditional use permit would have to be granted.

Commissioner Schumer suggested that the Code could stipulate that only service stations be allowed to have this use, not just any gas station.

Commissioner Ferrington stated that there are potential serious enforcement issues with the number of vehicles on the lot, vandalism of vehicles left out. No signage would be allowed, but there is a changeable sign on-site. What would prevent that sign reading car sales? She is hesitant to opening the door for the difficult enforcement this use would entail. Also, it is not compatible with the development that is coming to that area, which the City has made sure will be upscale. Putting in a car dealer where people will be trying to turn is not consistent with what is being done.

Ms. Nordine stated that staff struggles with the same issues. However, in looking at the criteria for a conditional use permit, staff did not believe there was enough leverage to deny the application.

Commissioner Ferrington asked if her personal opinion that it is not compatible is enough for denial. City Attorney Filla answered, no and stated that the discussion should focus on the criteria for a conditional use permit whether or not there is agreement with staff. If the Planning Commission needs more information, he would advise taking the time to get it.

Commissioner Proud asked if the history of violations and existing violations on this site are germane to the application. City Attorney Filla stated that one condition can be required is that the property be brought into Code compliance. History of noncompliance is not justification for denial of the application.

Chair Solomonson asked the zoning of the Sinclair Station across the street. He noted that on the applicant's property there has been a car for sale from time to time that is parked in the drive aisle where a tow truck is also sometimes parked. He asked if that area could be designated as No Parking. Ms. Nordine answered that the zoning of the property across the street from Sinclair is a Planned Unit Development. The drive aisles at the service station could be designated No Parking. Five spaces must be designated for cars to be sold to obtain the state dealer's license.

Chair Solomonson opened the public hearing.

Mr. Mark McClain, 3850 Lexington, stated that the intent is not to become a used car dealer, but he would like his business to be allowed to sell a car occasionally. In order to get a license, five spaces must be designated for that purpose. In the last few years, cars that have been approved for repairs are left after the work is done because owners cannot pay for the repairs. In one instance he was able to sell a car that helped a customer get some cash to put down on another car. These occurrences happened maybe once a year in the years he has been in business, since 1972. Now perhaps there are half a dozen such instances per year. The dealer license is needed in order to be bonded and be able to do the title work. Five stalls are needed, but he is not looking to have five cars for sale at all time. He wants to be able to handle these situations in the correct manner.

Commissioner Wenner asked and Mr. McClain stated that he would have free and clear title to any cars that would be sold and that there would be no mechanics liens on them.

Commissioner Ferrington asked if signage would be needed. Mr. McClain stated that signage could be done internally.

Commissioner Proud asked for further information on the type of bonding needed and the process for acquiring the title of cars. Mr. McClain stated that owners sign over the title. Sometimes a technician will make a deal. That is what he is trying to avoid and have all such sales be official with his corporation. Commissioner Proud asked the type of signage that will be used. Mr. McClain stated that window signage on the vehicle

would be used. He is willing to work out what is required by the City. Also, if the car is beyond repair and he has a dealer license, he would be able to take the car to auction.

Commissioner Thompson noted that the designated stalls are not seen from Lexington. Mr. McClain stated that the sales would be through customer inquiry. There is no plan for big advertising on Lexington or I-694. He is looking to be able to legally address situations when the business is left with a car.

Commissioner McCool asked if the license is renewed annually. Mr. McClain answered, yes. There is an annual fee.

Chair Solomonson asked if Mr. McClain owns any other repair sites in Shoreview and if, through common ownership, the service station on Lexington would be selling cars from that site. Mr. McClain stated that the other service station is at Highway 96 and Hodgson. There is no plan to bring cars from that site or other sites to sell at the Lexington site.

MOTION: by Commissioner Proud, seconded by Commissioner Schumer to close the public hearing.

VOTE: **Ayes - 7** **Nays – 0**

Commissioner Proud suggested this matter be tabled to give the applicant time to provide specific information signage on the vehicle and whether the cars to be sold will only be payment defaults at this site, or the applicant will be bringing in cars from other sites. He would like staff to also address whether the City can build in an enforcement cost with the conditional use permit. Further, he would want to know if and how the existing reader board sign would be used for this use.

Commissioner Ferrington agreed and additionally, she would like to see data from the past two years and whether the number of such cars is increasing. She is also concerned about bringing cars from other sites. It is important to protect Shoreview with only high quality businesses.

Commissioner McCool stated that he has no problem with this request and is not in favor of amending the City ordinance to not allow this type of use, especially in this location. It is five vehicles on a site that has ample parking space. He does not believe precedent is a concern, as each application stands on its own. His main concern is how this use will work on this site with respect to car movement. He would like to see some parking stalls near the building be restricted in use with employees parking in back. Also, as this is a conditional use permit, the use could be reviewed again in a year if requested by the City. He would like to find a way to make this work for the applicant who is trying to do the right thing.

Chair Solomonson asked if a review period can be part of the conditional use permit. City Attorney Filla answered, yes, but a permit is a use of the property and runs with the

property. Once a permit is issued, the property can be used in that manner as long as there is compliance with stipulated conditions. Ms. Nordine added that there is a revocation process if required conditions are not met.

Commissioner Wenner stated that he is not against the project, but this proposal is incomplete and more information is needed.

Mr. McClain stated that he is willing to provide the information the Planning Commission requests.

Chair Solomonson further requested that information be provided by staff as to the reasons this type of use was not allowed by the City in 1983.

MOTION: by Commissioner Proud, seconded by Commissioner Ferrington to table this matter to the next regularly scheduled Planning Commission meeting on April 24, 2012.

VOTE: Ayes - 7 Nays - 0

MISCELLANEOUS

Commissioners Proud and Thompson will respectively attend the April 2nd and April 16th City Council meetings.

Commissioner Proud requested that an upcoming workshop agenda include discussion of the City's ability to use history of enforcement actions when considering new matters that come before the Commission.

ADJOURNMENT

MOTION: by Commissioner Schumer, seconded by Commissioner McCool to adjourn the regular Planning Commission Meeting of March 27, 2012, at 8:58 p.m.

VOTE: Ayes - 7 Nays - 0

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to approve Ordinance No. 893 amending Mayor and Council salaries effective January 1, 2013.

ROLL CALL: AYES _____ NAYS _____

HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

Regular Council Meeting
May 7, 2012

Memorandum

To: Mayor and City Council

From: Laurie D. Elliott, Human Resources Manager *L. Elliott*

Date: April 23, 2012

Re: Discussion Regarding Council Salaries

Introduction and Background

State law requires that compensation adjustments for elected officials be done prior to the election this year and that any adjustment cannot be effective until the following year. The last time the salary for the Mayor and Council members was increased was January 1, 2011.

In September 1998, the Council adopted a policy that established guidelines for adjustments to Council salaries. These guidelines indicate:

- 1) That adjustments to Council salaries should occur every two years;
- 2) That the adjustment should be by an amount equal to the cost of living adjustment provided for employees in that year;
- 3) That Council salaries should be within 10% of other similar sized cities (populations from 20,000 to 50,000).

Discussion

Currently, the Mayor's salary is \$755 per month. A 1% adjustment to the Mayor salary would bring the compensation level up to \$763 per month. A review of similar sized cities shows that the average mayor salary is \$804 per month. Shoreview's Mayor compensation is 6.1% below the average. The revised salary would be within the 10% range of the average compensation at similar sized cities.

Currently, the Council's salary is \$560 per month. A 1% adjustment to the Council salaries would bring the compensation level up to \$566 per month. A review of similar sized cities shows that the average council salary is \$608 per month. Shoreview's Council compensation is 7.9% below the average. The revised salary would be within the 10% range of the average compensation at similar sized cities.

Information regarding Council compensation levels at other cities and the Council policy are attached.

Recommendation

Based on the Council policy regarding salary adjustments, it is recommended that the Council approve Ordinance 893 amending Mayor and Council salaries effective January 1, 2013.

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF SHOREVIEW

ORDINANCE NO. 893

AN ORDINANCE AMENDING MAYOR AND COUNCIL SALARIES

The Shoreview City Council ordines that Section 302.010(A) and 302.010(B) of the Shoreview Municipal Code is amended to read as follows:

302.01. Compensation. The Mayor and Councilmembers of the City of Shoreview shall be compensated as follows:

(A) As of January 1, 2013, the salary of the Mayor shall be Seven Hundred and Sixty-three dollars (\$763) per month.

(B) As of January 1, 2013, the salaries of Shoreview City Council members shall be Five Hundred and Sixty-six dollars (\$566) per month.

Adoption Date. Passed by the City Council of the City of Shoreview on the 7th day of May 2012.

Effective Date. This ordinance shall become effective upon passage and following publication in the City's official newspaper.

Publication Date: Published on the ____ day of _____, 2012.

Sandra C. Martin, Mayor

SEAL

Comparison of Mayor and Council Salaries

(Using cities with populations from 20,000 to 50,000)

April 2012

City	Population	Mayor	Council
Edina	49,491	\$ 10,348	\$ 7,758
Apple Valley	49,376	11,220	8,028
St. Louis Park	46,293	11,796	6,807
Maplewood	38,018	12,855	11,314
Roseville	33,660	9,300	7,020
Cottage Grove	34,502	9,216	6,780
Shakopee	34,691	7,854	6,715
Richfield	35,228	10,179	7,901
Andover	31,298	9,500	7,500
Brooklyn Center	30,104	11,166	8,549
Savage	27,567	8,000	6,000
Fridley	27,208	10,530	8,632
Chaska	24,177	8,208	6,948
Champlin	23,934	9,550	6,610
Ramsey	23,272	8,000	6,000
Prior Lake	23,335	9,420	7,440
Chanhassen	23,629	6,000	4,800
Hastings	22,491	8,400	6,000
New Brighton	22,321	8,600	7,000
Crystal	22,151	10,411	8,009
Rosemount	21,521	8,528	6,396
New Hope	20,339	10,673	7,552
Golden Valley	20,371	11,619	8,696
South St. Paul	20,180	10,200	6,600
<i>Average</i>	29,382	\$9,649	\$7,294
<i>Monthly Average</i>		\$804	\$608
Shoreview Current		\$9,060	\$6,720
Percent Difference		-6.10%	-7.87%
Value of 1% increase		\$9,156	\$6,792
Monthly Average		\$763	\$566
Percent Difference*		-5.11%	-6.88%

*A 1% increase falls within 10% of the average salaries, as established by Council guidelines.

MAYOR AND CITY COUNCIL SALARIES

PURPOSE: The purpose of this policy is to establish guidelines for adjustments to the salaries of the Mayor and City Councilmembers.

Policy: It is the intent of the Shoreview City Council to establish a salary for the Mayor and City Councilmembers that is at or near the average of other cities of similar size in the Twin Cities metropolitan area. Therefore, the salary for the Mayor and Councilmembers in Shoreview will be within 10% of the average salaries of similar cities in the metropolitan area (Similar cities are suburban cities with population between 20,000 and 50,000).

To insure that the Mayor and City Councilmember salaries stay near the average and to provide regular adjustments to the salary and avoid one time large increases to these salaries, the City Council will adopt regular salary adjustments every other year in accordance with State law. These increases will equal the cost of living adjustment approved for City staff in the year that the adjustment is made. This will provide for salary adjustments that are approximately one-half the rate of the cost-of-living. If either the Mayor or Councilmember salaries exceed the average salary of other similar suburban communities, a salary adjustment would not be adopted.

Beginning in January 2009, the Mayor will receive \$748 per month and Councilmembers will be compensated at the rate of \$554 per month.